

Collective Agreement

BETWEEN:

CONTINUING EDUCATION STUDENTS' ASSOCIATION OF RYERSON
(CESAR)

(the "Employer")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1281

(the "Union")

***CUPE*1281**
Canadian Union of Public Employees

Expires April 1, 2025

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ARTICLE 1 - PURPOSE

1.01 COMMITMENT

The parties are committed to the representation of students and to the advocacy of student rights, and to serving student needs and interests in an efficient and effective manner.

1.02 PURPOSE OF AGREEMENT

The purpose of this Agreement is to:

Maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Employees;

Recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;

Promote the morale, well-being and security of all Employees in the bargaining unit of the Union;

Promote the well-being and security of the Employer including encouraging the Employer's operations;

Provide for an amicable method of settling differences which may arise.

ARTICLE 2 - RECOGNITION

2.01 RECOGNITION AND SCOPE

The Employer recognizes the Union as the exclusive bargaining agent for the Employees covered by this Collective Agreement as described by Certification Order No. 3141 07 R of the Ontario Labour Relations Board, being all full-time salaried Employees of the Employer, the Continuing Education Students Association of Ryerson of the City of Toronto, save and except members of the Executive, and Board of Directors.

2.02 DEFINITIONS

CESAR (THE CONTINUING EDUCATION STUDENTS' ASSOCIATION OF RYERSON)

CESAR as defined by its letters patent and by-laws.

EMPLOYEES

All employees covered by this Agreement, may also be referred to as a member of the bargaining unit.

EMPLOYER

The Executive of the Continuing Education Students' Association of Ryerson, known as CESAR.

STAFF RELATIONS OFFICER:

The Staff Relations Officer shall be the sole individual, whom shall be the Executive Director (or in the event of a vacancy the CESAR President or President designate) to act on behalf of the Employer to liaise with the Union and shall be empowered to make binding decisions regarding labour relations and the administration of this Agreement on behalf of the Employer.

BUSINESS DAY

Any one (1) of the days Monday to Friday.

DAY

One (1) calendar day which is any day from Monday to Sunday.

EXECUTIVE COMMITTEE

Those Executive Officers elected by the CESAR membership on an annual basis, to the position of the President and all of the Vice-President positions.

BOARD OF DIRECTORS

Those Executive Officers and Directors elected by the CESAR membership on an annual basis.

YEAR

Unless otherwise specified in this Agreement, from May 1 - April 30.

SPOUSE

A person of the same or opposite sex to whom an Employee is married, or with whom an Employee is living in a common-law relationship. For the purposes of conferring rights and benefits of this collective agreement, a common-law relationship shall be defined as twelve (12) months or more of co-habitation.

DEPENDENT

A spouse, child, or other person defined in the Income Tax Act of Canada for whom an Employee holds the primary responsibility of providing care and ensuring the health and well-being of. Dependent eligibility will be determined on a yearly basis, as per the Income Tax Act of Canada.

2.03 AUTHORITY

No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which conflicts with the terms of this Agreement.

ARTICLE 3 – RIGHTS OF THE EMPLOYER

3.01 STAFF RELATIONS OFFICER

- a. The CESAR Executive Director shall be the Staff Relations Officer, who will represent the Employer to the Union and Employees, in a manner that is consistent with the terms of this Agreement, and is not arbitrary, discriminatory or in bad faith. In the event of a vacancy with the Executive Director, the President or President's designate, shall be designated the Staff Relations Officer until the vacancy is filled. The Staff Relations Officer shall be assumed to be the Union's point of contact for all purposes of this Agreement, except where otherwise explicitly provided herein.
- b. Decisions of the Employer, affecting all Employees, concerning the interpretation or application of this Agreement, or any other terms or conditions of employment, will be communicated to all Employees in writing by the Staff Relations Officer.

3.02 EMPLOYER'S EXCLUSIVE FUNCTION

The Union acknowledges that it is the exclusive function of the Employer to manage the operations in which the Employer is engaged, and without restricting the generality of the foregoing, to:

- a. Maintain order, discipline and efficiency, amongst its Employees;
- b. Make, alter, and enforce from time to time reasonable rules, regulations and policies to be observed by its Employees, and before altering any such rules it will consult with the Union and provide them an opportunity of making representations regarding such proposed changes;
- c. Hire, direct, promote, retire, evaluate, reclassify, transfer, layoff, suspend, discipline or discharge for just cause any Employee;
- d. Determine the nature, type, and scope of operations and services to be operated, the methodology of extending these services, the kinds and locations of offices, operations and services to be utilized, the control of such operations and the extension, limitation, curtailment or cessation of the same and to determine, and in the interests of efficient operations, the standard of service for each and to provide the necessary resources to achieve such standards.

3.03 CONSISTENCY

It is hereby agreed that these functions will be exercised in a manner consistent with and subject to the provisions of this Agreement in a manner which is fair and equitable. No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which conflicts with the terms of this Agreement.

3.04 EMPLOYER ORIENTATION

Members of the Board of Directors will attend an annual orientation session provided by the Staff Relations Officer, or the Staff Relations Officer designate, to educate and advise the Employer of the provisions of this Agreement and to discuss their role and responsibilities in a unionized environment. The session may also include an introduction to the Shop Steward.

ARTICLE 4 – HEALTHY WORK ENVIRONMENT

4.01 NO DISCRIMINATION

The Employer agrees that there will be no discrimination, interference, restriction, harassment, or coercion exercised or practiced with respect to any Employee by reason of age; race; creed; colour; place of origin; ethnic origin; citizenship; ancestry; native language; religious affiliation, beliefs or activities; gender identity; gender expression; sexual orientation; class; marital status; family status; parental status; number of dependants; place of residence; Acquired Immune Deficiency Syndrome (AIDS), positive Human Immune Deficiency Virus (HIV) test; handicap or disability; Union membership or activity; record of offences except where it relates to a bona fide qualification because of the nature of employment; nor by reason of the exercise of any of the rights contained in this Agreement. In respect of the above every Employee has a right to equal treatment with respect to all aspects of employment including, but not restricted to, the distribution of work and opportunity for employment.

4.02 POLICIES, LAWS, AND REGULATIONS

The Union and the Employer agree to observe the provisions of the Ontario Human Rights Code, the Ontario Health and Safety Act pertaining to a violation of the Human Rights Act, or any labour relations legislation may be subject of a grievance which will be processed in accordance with the Grievance Procedure.

4.03 TESTS

No Employee or applicant for employment will be required to submit to a blood test, lie detector test, or any other test for illness or drug dependency.

4.04 NO HARASSMENT

Harassment is a form of discrimination and includes all forms of harassment. The Employer agrees that there shall be no discrimination, interference, restriction, harassment, or coercion exercised or practiced with respect to any employee or applicant for employment by reason of age; race; creed; colour; place of origin; ethnic origin; citizenship; ancestry; native language; political or religious affiliations, beliefs or activities; gender; sexual preference or orientation; marital status; family status; parental status; economic status, number of dependents; place of residence; record of offences except where it relates to a bona fide qualification because of the nature of employment; Physical Immune Status; handicap or disability which does not prevent the performance of the duties of a position; Union membership or activity; nor by reason of the exercise of any of the rights contained in this Agreement. Notwithstanding the reference above to native language, the Employee must display a proficiency in English necessary to perform their duties. Notwithstanding the above reference to illness and/or handicap, regular attendance shall be considered to be an integral part of the duties of a position.

With respect to the above, harassment will be defined as:

- a. Any improper behaviour which is offensive to any Employee and which that one knows or ought reasonably to have known would be inappropriate or unwelcome; or,

- b. Objectionable conduct, comment or display made on either a one (1)-time or continuous basis that demeans, offends, intimidates, belittles or causes personal humiliation or embarrassment to an Employee; or,
- c. Unwanted attention of a sexually oriented nature; or
- d. Implied or expressed promise of reward for complying with a sexually oriented request; or
- e. Implied or expressed threat of reprisal, actual reprisal or the denial of opportunity for the refusal to comply with a sexually oriented request; or
- f. Remarks or behaviour which may reasonably be perceived to create a negative working environment; or
- g. Offensive comments and/or actions, and/or exclusion from that to which a person(s) would otherwise have a right or privilege, which demeans and belittles an individual(s) and/or causes personal humiliation.

4.05 HARASSMENT FROM BOARD MEMBERS

Harassment from a member of the Board of Directors shall be defined as complaints not related to work performance, any offensive comment and/or action which demeans an individual or causes personal humiliation.

4.06 PERSONAL/PERFORMANCE HARASSMENT

Any work-related or performance complaint expressed in a public forum or not addressed to the immediate supervisor of an Employee, whether expressed by Management, a duly elected or appointed member of the Board of Directors, or an Employee shall also be defined as harassment.

4.07 EMPLOYMENT EQUITY

Nothing under Article 4 will be construed as a barrier to the formulation or implementation of any employment equity plan mutually agreed upon by the Union and the Employer.

4.08 PERSONAL SERVICES

The rules, regulations and requirements of employment will be limited to matters pertaining to the work requirements of each Employee. Employees are not required to do personal services which are not connected with the operation of the Employer.

4.09 DENIAL OF SERVICE

The Employer recognizes the right of staff to refuse service to individuals that behave belligerently or abusively, or that contravene Ryerson University's policies related to harassment, discrimination, and in accordance with the following procedures:

- a. Where the actions of any individual pose a threat to the safety and security of any other individual. Employees must take appropriate steps to immediately notify Ryerson Security;
- b. An Employee who refuses service to an individual must immediately notify their supervisor of the incident. The Employee may then choose to refrain from discussing the incident further, until such time as written notice of the incident has been provided in accordance with articles 4.09 (c) and (d), except where an imminent threat to the safety and security of any individual remains, in which case the Employee will have the right to be accompanied by the Shop Steward for any discussion, or by any other Employee of their choosing where the Shop Steward may not be immediately available;
- c. An Employee who refuses service to an individual must immediately notify the Shop Steward in writing of the incident as soon as reasonably possible, and in all cases within one (1) business day following the incident. Such written notice will include the date, time, and location of the incident, a full account of the circumstances which lead to a denial of service and a list of witnesses to the incident where possible;
- d. The Shop steward will provide the Employer with a copy of the written notice as soon as is reasonably possible, and in all cases within one (1) business day of receiving it from the Employee;
- e. A meeting between the Employee, the Employer, and the Shop Steward will be held as soon as is reasonably possible, and in all cases within one (1) week following the incident, the purpose of such a meeting being to discuss the circumstances which lead to a denial of service, to identify any strategies which could be used in future similar situations, and to initiate any resolutions satisfactory to both the Union and the Employer; and
- f. Reasonable delays based on priority and queuing factor are normal in daily operations; this will not be considered denial of service.

ARTICLE 5 – UNION SECURITY

5.01 COMPULSORY MEMBERSHIP

The Employer agrees that all Employees of the Bargaining Unit as defined in the scope clause, will as a condition of continuing employment become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union, during the life of the Agreement. All future Employees of the Employer will as a condition of continued employment become and remain members in good standing in the Union within 30 days of employment with the Employer, subject to the provision of Article 15.02 governing the probationary period.

5.02 TIME FOR UNION DUTIES

Those Employees who are Union officers and/or the Shop Steward will be entitled to leave their work during working hours in order to carry out their functions and role in relation to this Agreement for the CESAR workplace, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, and participation in negotiations and arbitration for the bargaining unit. Employees must provide the Employer with reasonable notice of at least two (2) business days prior to required absences, and permission by the Employer will not unreasonably be withheld. Time spent by Employees in performing such Union duties for this bargaining unit will be considered as time worked, but will not be used in the calculation of overtime as defined in Article 24.05.

5.03 REPRESENTATION

No Employee or group of Employees will represent the Union in any meeting with the Employer without proper authorization of the Union.

5.04 CORRESPONDENCE TO UNION

Where notice or reply to the Union is required by any provision of this Agreement, such notice shall be in writing to the sub-local Shop Steward, with a copy immediately sent to the President of the CUPE Local 1281 via e-mail at president@cupe1281.ca and forwarded via regular mail to the Union at #25 Wood Street, Suite 102, Toronto, Ontario, Canada M4Y 2P9. Any notice which does not meet this requirement shall be deemed to be null and void.

5.05 IN WRITING

For the purposes of this Agreement the term “in writing” shall refer to a hard copy letter drafted on company or union letterhead, which may be delivered by email or by fax, and a hard copy also provided to CUPE Local 1281 by postal mail and date stamped within five (5) days of the original letter. If the original signed copy is not received the letter shall be deemed void.

ARTICLE 6 – UNION DUES

6.01 UNION DUES – DEDUCTIONS

The Employer will deduct from every Employee the amount of three percent (3%) or an amount which is authorized by the Union as Union dues, and assessments once per pay period. Such deductions will be made from the payroll at the end of each pay period and will be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the following month accompanied by a list of names, contact information, salary and job title of all Employees from whose wages the deductions have been made.

6.02 UNION DUES - ANNUAL STATEMENT

At the same time that Income Tax (T4) slips are made available, the Employer will ensure the amount of Union dues paid, by each employee who was a bargaining unit member in the previous year, is reflected on the T4.

ARTICLE 7 – UNION REPRESENTATION

7.01 SHOP STEWARD

On an annual basis the Union shall appoint a Shop Steward who has been elected by and from the members of the bargaining unit as defined in Article 2.01. The Shop Steward shall represent the bargaining unit members to the Management and act as the designated Union representative for communication and interaction with the Staff Relations Officer in a manner that is consistent with the terms of this Agreement, and is not arbitrary, discriminatory or in bad faith. The Shop Steward shall be assumed to be the Employer's point of contact for all purposes of this Agreement, except where otherwise provided. Where there is no Shop Steward elected or where the Shop Steward requires representation, or a member requests, a member of the CUPE 1281 Executive or its designated Union representative will be appointed to act as the point of contact with the Staff Relations Officer or designate. The Union shall provide the Employer with the name of the Shop Steward.

7.02 RIGHT TO UNION REPRESENTATION

The Union shall have the right, at any time, to have the assistance of representatives of the Canadian Union of Public Employees in dealing or negotiating with the Employer. Upon two (2) business days written notice, such representatives shall have access to the Employer's premises in order to assist in the settlement of grievances as defined in Article 12.

7.03 EMPLOYEE INFORMATION

Personnel names and addresses shall be provided by the Employer to the Union within one (1) month of the hiring of any new employee or any change of information.

7.04 BARGAINING COMMITTEE MEMBERS

The parties will advise each other of the names of the members of their respective bargaining committees when notice to bargain is sent, or upon receiving the notice to bargain prior to the commencement of negotiations for the renewal and/or amendments to this Agreement.

7.05 RECOGNITION AND RIGHTS OF THE SHOP STEWARD

The Employer recognizes the Union's right to select a steward from amongst the members of the bargaining unit to represent employees.

ARTICLE 8 – TEMPORARY EMPLOYEES AND CONTRACTING OUT

8.01 COMMITMENT TO FULL-TIME WORK

The Union and the Employer share the objective of providing regular full-time employment and job security to the extent that it is possible and mutually agreeable. Temporary Employees and part-time Employees will not be hired, and contracting-out will not be utilized, so as to result in the displacement, transfer or layoff of bargaining unit members. When a casual position with more than 24 hours/week is created, the Employer must consult with the Union to establish the job description and ensure no bargaining unit is displaced. The Employer will provide the Union with the Job Description when it is finalized.

8.02 TEMPORARY EMPLOYEES

- a. Notwithstanding Article 8.01 and 8.05, the Union recognizes the need for the Employer to hire temporary employees under certain circumstances. The Employer agrees that such appointments are not substitutes for, or alternatives to, regular employment. Such Employees are hired only:
 - i. to replace a regular Employee on leave as defined in Articles 22 and 23 or,
 - ii. where additional work of a short term project, not to exceed eight (8) months, requires the hiring of an added full-time Employee; or,
 - iii. in other unforeseen circumstances as agreed between the parties, and not to exceed four (4) consecutive months of work; or
 - iv. where the immediate filling of a vacancy is not feasible.
- b. Temporary employees shall be full-time, employed for more than thirty (30) hours a week, and shall be members of the bargaining unit with full rights under this Agreement, subject to the following exceptions: seniority rights, lay-off rights, the ability to apply for internal transfers, and the ability to grieve the end of the contract. Union leave or any general paid/unpaid leave provisions as outlined in Article 21, 23, allowance as outlined in article 24.12, 24.13, or Article 27, or the ability to apply for internal transfers or as an internal applicant in hiring. Welfare benefits in accordance with Article 27 will only apply if the contract is longer than eight (8) months.
- c. In lieu of Temporary employees having no access to benefits for vacation, professional development/educational allowance, welfare benefits, long term sick leave or disability benefits, or access to MSPP compensation, the Employer will offer 6% on top of the base wage to the employee's bi-weekly pay, provided the contract is greater than three (3) months of consecutive work.

8.03 BARGAINING UNIT WORK

Only Employees hired according to the process specified in Article 17 or transferred in accordance with Article 18 may perform bargaining unit work, as set out in the job descriptions, except Temporary Employees as defined in Article 8.

8.04 TEMPORARY POSITION DESCRIPTION

When a temporary position with more than 24 hours a week is created, the Employer must consult with the Union to establish the job description.

8.05 CREATION OF PERMANENT POSITIONS

If the temporary position is to be subsequently made permanent, the Union and the Employer must mutually agree to amend Appendix B to include such a new job description of the position. The process for filling vacancies as defined under Article 17 will then be followed. For the purposes of filling any permanent position, temporary Employees will not be treated as internal candidates.

8.06 NOTIFICATION

Where an appointment is made under Article 8, the Employer will notify the Union in writing.

8.07 NO CONTRACTING OUT

In order to provide job security for the members of the bargaining unit the Employer agrees that all duties or services performed by the Employees shall not be subcontracted, transferred, leased, assigned, or conveyed, in whole or in part, to any person, company or non-unit employee without consent of the union.

8.08 STUDENT EMPLOYEES

Additional work may arise which will be of a short-term nature, with a maximum of twenty (20) hours a week, for which Ryerson students may be appointed on a casual contract for a maximum of eight (8) months in the period between September and April of each year. With prior consent by the Union, the Employer may choose to hire summer students for up to a maximum of forty (40) hours a week during the months of May through to September; it is understood that these positions will not be members of the bargaining unit.

ARTICLE 9 – ACQUAINTING OF NEW EMPLOYEES

9.01 INFORMING NEW EMPLOYEES

The Employer agrees to inform new Employees that a Union, represented by CUPE 1281, and a Collective Agreement is in effect and the conditions of employment are set out in the Articles dealing with the Union Security and Dues Check-off. It will be the responsibility of the Union and the Steward to convey to the new Employee all information concerning benefits of membership in the Union and the provisions of the Agreement. Notwithstanding the above, the parties recognize the Employer's right and duty to conduct orientation sessions for new Employees.

9.02 EMPLOYEE INTRODUCTION TO UNION

On the Employee's commencing employment, the Employer will introduce the new Employee to their Shop Steward and will provide them with a copy of the Collective Agreement.

9.03 ACQUAINTING NEW EMPLOYEES

Within one (1) month of a new Employee having started their employment, the Employer shall provide space in the workplace for the Shop Steward and an authorized Union Representative to conduct a one-(1) hour orientation session on the Collective Agreement on work time.

ARTICLE 10 – UNION/EMPLOYER COOPERATION MEETINGS

10.01 LABOUR MANAGEMENT COMMITTEE STRUCTURE

Union/Employer co-operation meetings will be scheduled at the request of either party, after which a meeting time will be scheduled within a period of five (5) business days. Meetings should take place no less than once a month, for the purpose of discussing matters of mutual concern. The minutes will be taken on a rotating basis with an agenda available before meetings. It is understood that Union/Employer co-operation meetings will not deal with matters which are properly the subject of collective bargaining or the administration of the Agreement, unless otherwise mutually agreed to by the parties. Time spent by Employees in Union/Employer co-operation meetings will be considered to be time worked. Decisions made at the meetings will be communicated to all Employees in writing.

10.02 MEETING ATTENDEES

The meeting will be attended by no more than two (2) representatives of the Union (one of whom shall be the Shop Steward) and two (2) representatives of the Employer, one of whom shall be the designated Staff Relations Officer.

10.03 SCOPE OF DISCUSSIONS

It is understood that Union/Employer cooperation meetings will not deal with matters which are properly the subject of collective bargaining or the administration of the Agreement, unless otherwise mutually agreed to by the parties.

10.04 RECOMMENDATIONS

Union/Employer cooperation meetings may forward recommendations to the Union and/or the Employer.

10.05 TIME OFF FOR UNION DUTIES

Time spent by Employees in Union/Employer cooperation meetings will be considered to be time worked. The two (2) Union representatives outlined in 10.02 will be allowed up to a maximum of one and a half (1.5) hours of work time to prepare for the meeting, if this work is necessary.

ARTICLE 11 – NEGOTIATIONS, BARGAINING AND CUPE ASSISTANCE

11.01 NEGOTIATING COMMITTEES

- a. The Union will be entitled to select a negotiating committee of no more than three (3) persons and not less than two (2) persons, one (1) of which will be a representative appointed by the Union's Local to authorize bargaining for the Union. The Employer will select a negotiating committee of not more than three (3) persons
- b. The Union or the Employer will advise the other bargaining party of the names of the members of its negotiating committee at the time it gives notice to bargain. The names of the negotiating committee members must be exchanged within five (5) business days of receipt of notice to bargain.
- c. All bargaining unit members will be allowed to attend four (4) meetings at any point during the bargaining round, including prior to the beginning of bargaining, for the purposes of discussing negotiations. Such meetings shall happen during work hours at a time that is mutually acceptable to the Staff Relations Officer and shall not be longer than three (3) hours of paid work time. Any time spent outside of work for this meeting or for the purpose of negotiations shall not be calculated towards overtime.

11.02 CUPE ASSISTANCE

In accordance with the CUPE 1281 by-laws, the Union will have the right to have the assistance of representatives of the Canadian Union of Public Employees when negotiating with the Employer. The Union will have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing with the Employer. Such representatives will have access to the Employer's premises in order to investigate and assist in settlement of grievances as defined in Article 12. Such access will be at a reasonable time on prior notice to the Employer and will not unreasonably interfere with the operation of the Employer's business.

11.03 TIME OFF FOR UNION DUTIES

The Employees selected by the Union to represent it on the negotiating committee will be entitled to attend all Union/Employer negotiating meetings held within working hours without loss of remuneration. Time spent for the purpose of negotiation meetings with the Employer shall not be considered or calculated as overtime, and will be counted as regular work time and paid at a ratio of one to one (1-1) hour.

11.04 EXCHANGE OF INFORMATION

In order to facilitate collective bargaining the parties agree to share all information, data, reports, save only those privileged communications passing between the Employer and its Industrial Relations Counsel and/or its Board of Directors and between the Union and its Industrial Relations Counsel and/or its members. Such information may include the following list of items which is offered here as being merely illustrative: job descriptions, positions in the bargaining unit, current wage and benefit levels, technical information relating to comparative wage surveys, cost of living, other economic indicators, and budget data.

ARTICLE 12 – GRIEVANCE AND RESOLUTION PROCEDURE

12.01 DEFINITION

A Grievance will be defined as any difference arising out of the interpretation, application, or alleged violation of this Agreement or a case where the Employer has acted improperly.

12.02 TYPES OF GRIEVANCES

- a. **Individual Grievances:** A grievance, whether initiated by an individual or by the Union, that is confined in scope to a particular Employee.
- b. **Group Grievance:** Where the matter is of concern to a group of Employees or where several individual grievances, after being consolidated at some stage, are brought forward as one (1) grievance.
- c. **Policy Grievance:** Where either party disputes the general application, interpretation, or alleged violation of an Article of this Agreement, where the matter of concern is not specifically confined in scope to any particular Employee.
- d. **Union Grievance:** Where the matter is of specific concern to the Union.

12.03 NOTICE OF GRIEVANCE

A Notice of Grievance will include all of the following:

- a. The type of grievance, as defined in Article 12.02
- b. The specific provisions of the Agreement which are alleged to have been violated
- c. The details and nature of the grievance
- d. The remedy to be sought through the resolution process

12.04 RESOLUTION PROCESS STARTING POINT

Individual Grievance and Group Grievances begin at Step One as defined in Article 12.05(a). Policy Grievances and Union Grievances, and those pertaining to Layoffs under Article 19, shall begin at Step Two as defined in Article 12.05(b).

12.05 GRIEVANCE RESOLUTION PROCESS

All grievances will be dealt with in the following manner:

a) Step One:

- i. The Union will file a written Notice of Grievance with the Staff Relations Officer within ten (10) business days of the date the incident first occurred, except for a grievance filed under Article 28 (Health and Safety) in which case the Grievor will have fifteen (15) business days and Article 4.04 (No Harassment) in which case the Grievor will have up to 60 calendar days.
- ii. The Staff Relations Officer will provide the Union with a written response to the Notice of Grievance within ten (10) business days.
- iii. The Union will seek to settle the dispute with the Staff Relations Officer to the satisfaction of the Grievor, which may include a meeting. The Grievor has the right to be present at this step.
- iv. The Employer will provide the Union with a written response to the Notice of Grievance within ten (10) business days after the grievance is submitted.
- v. Failing resolution of the grievance to the mutual satisfaction of the Union and the Employer, either may request an escalation of the resolution process to Step Two within ten (10) business days of the issuance of the Employer's response.
- vi. Should no further request or response be brought forward by the Grievor or the Union within ten (10) days of the Employer's response being issued, the matter will be considered to be resolved to the mutual satisfaction of the parties, and no further action will be expected or required.

b. Step Two:

- i. Failing resolution of the grievance under Step One, the Grievor may request a meeting between the Union, Union representative or the Shop Steward, the Employee(s), and the Staff Relations Officer to attempt to resolve the matter. This meeting will occur no later than ten (ten) business days following the request.
- ii. Failing resolution of the grievance to the mutual satisfaction of the Union and the Employer, either may request an escalation of the resolution process to Step Three after ten (10) business days following the last meeting attended by all parties.
- iii. Should no further request or response be brought forward by the Grievor or the Union within sixty (60) days following the last meeting attended by all parties, the matter will be considered to be resolved to the mutual satisfaction of the parties, and no further action will be expected or required.

c) Step Three:

- i. Failing resolution of the grievance under Step Two, the grievance will be resolved through the arbitration process as defined under Article 12 (Arbitration Clause).

12.06 GRIEVANCE MEDIATION

At any stage of the grievance procedure the parties may, by mutual agreement, refer a grievance to Grievance Mediation. The cost of mediation will be shared equally between the parties.

12.07 TIME LIMITS

The time limits defined in Article 12.05 may be extended by mutual agreement between the Union and the Employer.

12.08 REQUIRED RESPONSES

Where a response to a grievance is required, such response will be in writing at all stages. Where a response denies a grievance, such response will include reasons for denying the grievance.

12.09 LIMIT TO DISCUSSIONS

After a grievance has been initiated by the Union, the Employer will not discuss the grievance with the Grievor, without an additional representative of the Union being present and without consent of the Grievor.

12.10 TIME OFF FOR UNION DUTIES

The Employee will be permitted the necessary time off without loss of pay or benefits to attend to the adjustment of a grievance and may be present at any stage in the grievance procedure if so requested by either party.

12.11 WITHOUT PREJUDICE

If the Union, an Employee or group of Employees choose not to grieve a particular situation or withdraw at any stage, such action or lack of action will be entirely without prejudice.

12.12 CONFIDENTIALITY

The Employer recognizes the principle of confidentiality and agrees that the identity of any grievor(s), and the fact and substance of any grievance shall only be made available to the entire Employer group on a 'need to know' basis.

ARTICLE 13 - ARBITRATION

13.01 SELECTION OF AN ARBITRATOR

- a. The Union and the Employer will meet within ten (10) business days of notification of the intent to proceed to arbitration, for the purposes of selecting a single arbitrator.
- b. Where a single arbitrator has been agreed upon by the Union and the Employer, the arbitrator will be requested in writing by the party requesting the arbitration, to set a place, time and date for the hearing within 120 days of such request.
- c. Where a single arbitrator does not accept the request to arbitrate, or where they are unable to set a hearing date within the 120 day period stipulated, the Union and the Employer will meet within ten (10) business days to select another arbitrator.
- d. Where the Union and the Employer are unable to agree on a single arbitrator within ten (10) business days of meeting for that purpose, or where two (2) arbitrators have been selected but decline or were unable to set a date within the 120 days specified, either the Union or the Employer may request, in writing of the Minister of Labour for the Government of Ontario to appoint an arbitrator.

13.02 ARBITRATOR'S AUTHORITY & PROCESS

- a. The Arbitrator will hear and determine the subject of the grievance and will issue decision which is final and binding upon the parties and upon any Employee or Employer affected by it.
- b. The Arbitrator will determine their own procedure, but will give full opportunity to all parties to present evidence and make representation.
- c. The Arbitrator will not have the power to alter or amend any provision of this Agreement.
- d. The Arbitrator will have the power to amend a grievance, modify penalties, and relieve against non-compliance with time limits, or any other technicality or irregularity.
- e. The Arbitrator will have jurisdiction to determine whether a grievance is grievable.

13.03 CLARIFICATION OF DECISION

Should the Union and the Employer disagree as to the meaning of the decision of the arbitrator, either party may apply within 15 business days to clarify the decision.

13.04 ARBITRATOR'S EXPENSES

The Union and the Employer will bear the expenses of its representative and both will share equally the fees and expenses of the arbitrator.

13.05 ACCESS TO THE WORK PLACE

The Union and the Arbitrator will have access to the Employer's premises to view working conditions, machinery, or operations which may be relevant to the resolution of the grievance. Such timely access will not be unreasonably withheld upon notice being given, and will not unreasonably interfere with the operation of the Employer's business.

13.06 TIME LIMITS

The time limits defined under Article 12 may be extended by mutual agreement between the Union and the Employer.

13.07 TIME OFF FOR UNION DUTIES

An Employee will be permitted the necessary time off without loss of pay or benefits to prepare for, travel to, and attend any arbitration process.

ARTICLE 14 – DISCHARGE AND PROGRESSIVE DISCIPLINE

14.01 JUST CAUSE

No Employee will be disciplined or discharged without just cause. In any grievance related to disciplinary action, the burden of proof of just cause lies with the Employer.

14.02 RIGHT TO HAVE STEWARD PRESENT

The Employer shall advise the Employee of their right to representation.

14.03 PROGRESSIVE DISCIPLINE

The Employer accepts and gives effect to the principle of progressive discipline by adopting the procedures set forth below. The Employer recognizes that, prior to imposing disciplinary action, an Employee shall be given a reasonable opportunity to correct the situation complained of.

14.04 COUNSELLING AND DIRECTION

For the purposes of this clause, verbal warnings or directions shall not be interpreted as formal discipline. It is agreed that wherever possible counseling and direction shall be used to address performance concerns prior to the introduction of formal discipline.

14.05 MEETING TO ADVISE OF WARNING AND/OR ADVERSE REPORT

Prior to issuing a Warning or Adverse Report as defined in Article 14.06 and 14.07 respectively, Management shall convene a meeting with the Employee to inform them that such action is under consideration, within ten (10) business days of the act or incident in concern to attempt to reach a resolution. Management shall provide at least 3 business days notice to the Employee and the Union of such a meeting, at which the Employee will be entitled to Union representation. The notice will also include a brief explanation of the reason for the meeting. If the Employer decides that the complaint is without grounds or, decides not to pursue action, than all documentation pertaining to the complaint will be destroyed.

14.06 WARNINGS

The Employer will provide the Employee and the Union with a copy of any written warning affecting the Employee within ten (ten) business days following a meeting as outlined in Article 14.05. Warnings will state that future disciplinary action may be imposed, in accordance with the procedures herein contained, following a repetition or omission of the act from which the warning arose. In subsequent grievance procedures including arbitration, the Employer will be limited to such grounds.

14.07 ADVERSE REPORTS

The Employer will provide the Employee and the Union with a copy of any written adverse report affecting the Employee within ten (10) business days following a meeting as outlined in Article 14.05. Adverse reports will include specific detail on the standard of service expected, an explanation of how the Employee failed to meet such expectations, how the Employee's action or in action must be altered to attain such standards, and a defined timeline to be determined by Management by when such standards must be met. Such date will give the Employee reasonable opportunity to correct the problems referred to in the adverse report. In subsequent grievance procedures including arbitration, the Employer will be limited to such grounds.

14.08 RESPONSE TO WARNING OR ADVERSE REPORT

An Employee receiving a written warning or adverse report may respond in writing within ten (10) business days. Any response provided will become part of their personnel record and such reply will be prepared outside of normal working hours. The response may request a meeting to take place between the Employee, the Union's representative and the Employer to discuss the warning or adverse report.

14.09 EXPIRATION OF RECORDS

All warnings or adverse reports, and associated responses from the Employee will be removed from the Employee's files after twelve (12) months, or earlier at the mutual agreement of the Employer, Employee and Union, provided that the Employee remains discipline-free for that period.

The record of any disciplinary action and any matters forming the basis of, or raised during, such a disciplinary action shall not be referred to or used against an Employee after an eighteen (18) month period during which no further directly related offence occurs. Any material related to such matters shall be removed from the Employee's files after eighteen (18) months, or earlier at the mutual agreement of the Employer, Employee and Union.

Any paid or unpaid leave over four (4) weeks shall not count towards the expiration timelines.

An Employee has the right to access their personnel file upon request.

14.10 FORMAL DISCIPLINE

Formal discipline shall only be imposed following the issuance of a Warning or an Adverse Report, and only in accordance with the terms defined in such document. Prior to the imposition of formal discipline or discharge, the Employer shall request a meeting with the Employee and the Union's representative, at which time the reasons for considering such action will be presented. Two (2) business days notice of such a meeting shall be provided to the Employee and the Union's representative.

14.11 JUSTIFICATION FOR IMMEDIATE DISCIPLINARY ACTION

Notwithstanding the above, where an Employee is in immediate danger to themselves or others, the Employer reserves the right to discipline an Employee for just cause, without first having such meeting, or issuing a warning or adverse report.

14.12 WRITTEN NOTICE OF DISCIPLINE

Employees will be notified in writing of the grounds for discipline or discharge with a copy immediately provided to the Union.

14.13 WRONGFUL OR UNJUST DISMISSAL

An Employee considered by the Union to be wrongfully or unjustly discharged, suspended or laid off, will be entitled to file a grievance at Step Two of the Grievance Procedure under Article 12.05(b). The burden of proof of just cause for the dismissal shall rest with the Employer.

14.14 REINSTATEMENT AND COMPENSATION

An Employee will be immediately reinstated to their former position, without loss of seniority, should it be found upon investigation or by ruling of an Arbitrator, that an Employee has been unjustly suspended or discharged. Following reinstatement, the Employee will be compensated for all time lost in an amount equal to what their normal earnings and benefits would have been during the period of discharge or suspension, or by other arrangement mutually agreed to by the Union and the Employer, or as imposed by decision of an Arbitrator.

14.15 RESPONSIBILITY FOR CASH SHORTAGES

Employees who are responsible for the counting or handling of cash shall not be responsible to pay back any determined shortage out of their own pocket, unless otherwise mutually agreed to by Management and the Employee, or where prescribed by a Mediator. This clause shall not serve to limit Management's right to properly issue a Warning or Adverse Report or to take any other action as defined under Article 14.

14.16 CONFIDENTIALITY

The Employer and the Union agree that all correspondence and meetings relating to disciplinary procedures shall be kept strictly confidential between the Employee and the authorized Union Representative and the Staff Relations Officer, and any representative of the Union or the Employer who shall be directly involved in the investigation and processing of the complaint as agreed to in Article 14.

ARTICLE 15 - SENIORITY

15.01 DEFINITION

Seniority is defined as length of service in the bargaining unit, calculated from an Employee's date of hire, and will be applied on a bargaining unit wide basis. Seniority will be applied in determining preference for promotions, transfers, demotions, layoffs, recall and as set out in other provisions of this Agreement.

15.02 PROBATIONARY PERIOD

A newly hired Employee will be on probation for a period of four (4) consecutive months from the original date of hire for employment in a bargaining unit position. During the probationary period the Employee will be entitled to all rights and benefits of this Agreement except: vacation, paid/unpaid leave, Article 24.12 or 24.13 or welfare benefits in Article 27 and as otherwise stated in this Agreement. The Employee will be given orientation, training, and evaluations during this time period. After completion of the probationary period, seniority will be effective from the original date of hire. Probationary Employees may be discharged at any time during the probationary period, subject to the Employer acting reasonably, fairly, equitably, non-discriminatorily and in good faith. Upon completing probation the employee will be awarded vacation time back to their initial date of hire and enrolled in the health and dental plan.

15.03 SENIORITY LIST

The Staff Relations Officer will maintain a seniority list showing the date upon which service in the bargaining unit commenced for each Employee. This list will be made available upon request by any member of the bargaining unit.

15.04 LOSS OF SENIORITY

An Employee will not lose seniority while duly absent from work in accordance with other applicable Articles of this agreement, because of sickness, accident, layoff or leave of absence approved by the Employer, or legal strike action. An Employee will only lose seniority in the event that:

- a. The Employee is discharged for just cause and is not reinstated through the Grievance Procedure.
- b. The Employee resigns or retires.
- c. The Employee fails to return to work within one (1) week following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It will be the responsibility of the Employee to advise the Employer of any such cause and to ensure the Employer is kept informed of their current address and phone number.

ARTICLE 16 – STRIKES AND LOCKOUTS

16.01 NO STRIKES OR LOCKOUTS

For the duration of this Agreement, there will be no strikes or lockouts by the Employees covered by this Agreement, except as outlined in the Ontario Labour Relations Act.

16.02 THIRD PARTY PICKETS

In the event that any other Employee of the Employer, or Employees of Ryerson University, the Students' Centre, or the Ryerson Students' Union, who are members of CUPE and/or OPSEU, engage in a legal strike and maintain a legal picket line:

- a. The Employees covered by this Agreement will have the right to refuse to cross such picket line, without pay, provided the Employees have given the Employer 24 hours notice.
- b. Failure to cross such a picket line will not be considered a violation of the Agreement, nor will it be grounds for disciplinary action. It is understood that loss of pay will be incurred as a result of duties not performed. This will not be considered to be discipline.
- c. These provisions will hold except where the Employer shuts down operations in support of a strike.

ARTICLE 17 – FILLING OF VACANCIES / HIRING PROCESS

17.01 DEFINITION OF VACANCY

For the purposes of Article 17, “Vacancy” shall be defined as any position listed under Appendix B, which becomes vacant whether through layoff, discharge, resignation, or retirement or any full-time and permanent position created by the Employer which has yet to be hired for the first time. The filling of vacancies for temporary or part-time positions will not be subject to any provision under this Agreement.

17.02 NOTICE OF VACANCY

In the event of a vacancy, the Employer shall take steps to inform all Employees of such vacancy in writing, which will include providing written notice to the Union. Such notice shall be provided within 24 hours.

17.03 HIRING COMMITTEE

A hiring committee (herein for the remainder of Article 17 referred to as “the Committee”) will be appointed for the purposes of undertaking the hiring process for any vacancy that exists. The Committee will consist of one (1) member appointed by the Union, and two (2) members appointed by the Employer. The Employer will notify the Union of the creation of the Committee, following which both the Union and the Employer will have five business days to appoint their respective members.

17.04 EXAMINATION OF VACANT POSITIONS

In the event of a vacancy, and prior to any action under this Agreement to fill such vacancy, the Union Representative selected for the hiring committee and the two (2) Employer hiring committee members shall attend a meeting to discuss the job description for the vacant position. The Employer will provide the Union with notice, two (2) business days, in advance, of such meeting. Upon mutual agreement, such discussions may take place via email to ensure the process is not delayed.

17.05 RECALL OF EMPLOYEES ON LAYOFF

No new Employees will be hired when there are Employees on layoff qualified and willing to do the job and able to start within ten (10) working days. Accordingly, the recall process as defined in Article 19 must be satisfied prior to undertaking any internal transfer or hiring process.

17.06 HIRING PROCESS DETERMINATION

The Committee will determine the best qualifications for the vacancy, and the criteria and process to be used for evaluating applicants. This process will include but not necessarily be limited to: determining the allocation of time for interviews, the standard interview questions and an agreed upon grading rubric and other criteria deemed necessary by the committee. These qualifications, criteria and process must be established in a fair and equitable manner, so as not to be discriminatory, and in a manner which will attract the best applicants to the position.

17.07 JOB POSTING

The Committee will draft a posting for a vacancy, which will contain the position title, the nature of the position, the defined responsibilities contained within the position description under Appendix B, the qualifications, required knowledge and education, skill, wage rate, the method for properly applying, the employment equity hiring statement, the preferred format for applications and the deadline by which applications must be submitted.

17.08 EQUITY HIRING STATEMENT:

The following statement shall be communicated to applicants in the job posting:

CESAR is committed to employment equity and building an inclusive and representative workplace. Applicants from diverse communities, including: First Nations, Inuit and Métis people, racialized people, women, persons with disabilities, members of the queer community including lesbian, gay, bisexual and gender queer people, and trans, non-binary and agender people are encouraged to apply. If you require any accommodations during the application process, please contact jobs@mycesar.ca.

CESAR is an independently incorporated students' union working within the Ryerson community. This is NOT a Ryerson University staff position.

7.09 INTERNAL POSTING PERIOD

The posting for a vacancy shall be first advertised internally, for a period of five business days during which time Employees may submit an internal application, and the process will continue as described in Article 17. The Union may agree to waive internal posting if the Shop Steward can determine there is no interest.

17.10 EXTERNAL ADVERTISING

Where no application has been received from an Internal Applicant, or where the requirements of Article 17 have been fulfilled and a vacancy still exists, the Committee will propose to the Employer the best manner in which to advertise the position to potential external applicants. Based on the Committee's proposal, the decision on methods to be taken to advertise the position will be the sole purview of the Employer. The parties agree that the posting period will be a minimum of two (2) weeks or ten (10) business days.

17.11 EVALUATION AND RECOMMENDATION

The Committee will endeavour to evaluate the applicants based on the criteria established at the start of the hiring process in accordance with Article 17.06. Based on these evaluations, the Committee will recommend the most appropriate applicant to the Employer.

17.12 NON-UNANIMOUS RECOMMENDATIONS

Where a unanimous recommendation from the Committee members is not possible the Committee may

- a. Issue "majority" and "minority" recommendations, outlining the supporting rationale for two (2) candidates
- b. Propose to the Employer further steps to be taken to identify the most appropriate applicant, which may include re-inviting previous applicants to a subsequent interview

17.13 HIRING DECISION

In accordance with Article 3.02(c), the final hiring decision shall be the sole purview of the Employer, who may accept or reject any recommendation made by the Committee under Article 17.11. The Employer has the responsibility of informing the chosen candidate about the decision.

17.14 STARTING SALARY

The starting salary of all new Employees shall be the base rate, as defined in Article 31.

17.15 TRAINING PERIOD

The Employer is responsible for ensuring that an Employee upon hiring is provided with proper and adequate training in the fulfillment of the duties of their position, including general office orientation and an introduction to policies and procedures. Such training will take place over four (4) weeks, extendable by mutual agreement.

17.16 ACCESSIBILITY AND ACCOMMODATION

The following statement shall be communicated to applicants in the job posting:

Persons with disabilities are encouraged to come forward at any stage of the recruitment process to request accommodations, if needed. Members of our team will consult and create processes that provide individuals with disabilities the best possible recruitment experience.

ARTICLE 18 – INTERNAL TRANSFERS

18.01 INTERNAL TRANSFER SENIORITY

Where more than one (1) Employee has submitted an internal application with equal qualifications and skills, the hiring committee will then consider the most senior Employee before all other Employees.

18.02 TRANSFER INTERVIEW

The Hiring Committee shall arrange to interview an Employee who has submitted an internal application within ten (10) business days following the close of the internal posting period as defined in Article 17.08, to determine the Employee's qualifications, skills, suitability for the vacancy, and ability to perform the tasks and responsibilities as defined for the vacancy in Appendix B. During this interview the Employee shall be entitled to make representations regarding their qualifications for the position they have applied to transfer into.

18.03 CONSIDERATION OF QUALIFICATIONS

The Hiring Committee will endeavor to make their decision based on the criteria established at the start of the hiring process and will recommend to the Employer to approve or deny the internal transfer. Denial of an internal transfer shall only be on the basis of the applicant not possessing either the qualifications, skills, or if the Committee deems the candidate not suitable for the vacancy. The Employer will be solely responsible for determining whether an Internal Applicant possesses the qualifications, skills and ability to perform the tasks and responsibilities as defined for the vacancy in Appendix B, and accordingly whether to transfer them to the vacancy or not. The Employer shall make these determinations in a fair and equitable manner.

18.04 CONSIDERATION OF TRAINING

In cases where a vacancy calls for higher qualifications, more specialized skills, or certifications which an Internal Applicant does not possess, the Employer will consider whether the provision of a reasonable amount of training or education will rectify such situations in a timely manner.

18.05 NOTIFICATION OF TRANSFER

In cases where the Employer has decided to transfer an Internal Applicant to a vacant position, the Employer will notify the Internal Applicant and the Union of the effective date of the transfer. Such notice will be provided, in writing, within ten (10) business days following the interview defined in Article 18.02.

18.06 DENIAL OF TRANSFER

In cases where the Employer has decided not to transfer an Internal Applicant to a vacant position, the Employer will notify the Internal Applicant and the Union in writing of such decision, including an explanation of the Internal Applicant's lack of qualifications, lack of skills, or inability to perform the tasks and responsibilities as defined for the vacancy in Appendix B. Such response will be provided, in writing, within ten (10) business days following the interview defined in Article 18.02.

18.07 CONTINUATION OF HIRING PROCESS

Should an Internal Applicant decide to grieve the denial of the transfer, the Employer shall have the right to proceed with the hiring process as outlined, and make a conditional offer of employment to another candidate. However, if the grievance of the denial of transfer succeeds the Employer shall have the right to terminate the employment relationship with the other candidate.

ARTICLE 19 – LAYOFFS AND RECALLS

19.01 – DEFINITION OF LAYOFF

A layoff shall be defined as a lack of work or a change in the operations, circumstances or funding of the Employer which results in the reduction of the workforce, or a reduction in the regular hours of work as defined in this Agreement.

19.02 DISCUSSION OF LAYOFFS

If a notice of layoff occurs, the Employer shall call a Labour Management Committee meeting within five (5) business days to discuss the layoff.

19.03 LAYOFFS ACCORDING TO SENIORITY

Employees shall be laid off in reverse order of their seniority as defined in Article 15.01. An employee whose position is to be terminated by the layoff process, or whose position is to be reduced in hours, shall have the right to displace or "bump" any employee with less seniority should they have the minimal qualifications for the role. The Employee wishing to bump another Employee must do so within two (2) weeks of receiving notice of layoff. The Employee shall be given a reasonable training period at the Employer's expense to acquire the necessary knowledge and skills. Should an Employee bump another Employee, the bumped Employee shall inherit the remaining notice period of the layoff in full satisfaction of their rights under Section 19.05.

19.04 ALL EFFORTS TO BE MADE TO REINSTATE

If an employee who is given notice of layoff is unwilling or unable to bump, the Employee will be laid off and placed on the appropriate recall list for a period of no more than one (1) year.

19.05 NOTIFICATION OF LAYOFFS

The Employer shall notify Employees who are laid off two (2) months before the layoff is to be effective. If work is not available, the Employee shall be paid in lieu of work.

19.06 HEALTH AND DENTAL BENEFITS PLANS TO CONTINUE

The Employer agrees to pay the full coverage of the Employees' welfare benefits as described in Article 27 for Employees for the first six (6) months of the recall period, except in the case in which an Employee on layoff finds comparable benefits through alternate employment. After the six (6) month period the benefits will be terminated but the Employee on layoff may choose to contribute to their benefits for the remainder of the recall period if the benefits provider allows it.

19.07 RIGHT TO REFUSE

An Employee on layoff who elects not to apply for a position other than the position from which the Employee was laid off shall not be deemed to have forfeited any other right accorded to the Employee by this Agreement.

19.08 RECALL

- a. Where a vacancy occurs in any position following a reduction of personnel as a result of layoff, the Employee shall retain seniority in accordance with Article 15. The employee so affected will be offered the opportunity to fill the vacant position should they have the minimal qualifications for the role. Recall shall be on the basis of seniority.
- b. Employees being recalled shall be notified in writing, by registered mail, at least three (3) weeks in advance of the date of the recall. The Employee shall notify the Employer, in writing, of the Employer's intention to return to work within ten (10) days of receiving the recall notice. It shall be the responsibility of the Employee to keep the Employer informed of the Employee's current address and phone number.
- c. Employees on layoff who fail to respond to a notice of recall as required by 19.10(b), shall be deemed to have voluntarily terminated their employment and will cease being a member of the Bargaining Unit, and will forfeit all ensuing benefits, subject to the conditions set forth in Article 15.04 (c).

19.09 RECALL LIMIT

The Employer will be required to make a decision whether to recall an Employee on layoff within one (1) year of the effective date of the layoff. One (1) year following layoff, the Employee's employment with CESAR will cease, and no further benefits or payments will be due.

19.10 RECALL ORDER

The Employer will recall Employees in the order of their seniority, provided they have the minimal qualifications for the role. The Employee shall be given a reasonable training period at the Employer's expense to acquire the necessary knowledge and skills.

19.11 RIGHT TO VACATION PAY

An Employee on layoff may request, at their option, payment in credit of accrued vacation days. Such payment will be issued on the next regular pay day for all Employees, provided the request is made at least five (5) days in advance. Employees on layoff will not accrue any additional vacation days from the date of layoff.

19.12 MINIMAL QUALIFICATIONS

Minimal qualifications for the role shall be determined by the most recent job posting for the position. A reasonable training period shall be defined as two (2) months unless otherwise agreed to by the Employer, Employee and Union.

ARTICLE 20 – PAID HOLIDAYS

20.01 PAID HOLIDAYS

Employees shall be given the following paid holidays: two (2) weeks minimum during the December holidays beginning no later than December 19th, Easter Monday, and all other days proclaimed as statutory holidays by the Federal, Provincial and/or Municipal governments, Ryerson University, or the Employer.

20.02 HOLIDAYS FALLING ON A SATURDAY OR SUNDAY

In the event that a holiday occurs on a Saturday or Sunday, the Monday following shall be considered the holiday, (with the exception of the period of December 20th to January 1 inclusive), unless otherwise agreed upon.

20.03 HOLIDAYS DURING VACATION

If the paid holiday defined under Article 20 falls within the vacation period assigned to or chosen by the Employee, such day will not be counted as a vacation day.

20.04 RELIGIOUS HOLIDAYS

The Employer recognizes that an Employee may, for religious or cultural reasons; wish to observe holidays other than those listed under Article 20.01. In such cases, and subject to two (2) weeks advance written notice, the Employee will be entitled to thirty-two (32) hours of paid holidays per year, for alternate religious or cultural reasons, or the employee may choose to substitute a paid statutory/religious holiday for their own religious holiday. If additional days are required, Employees may use personal leave, accumulated vacation or lieu time, to observe such holidays.

ARTICLE 21 - VACATIONS

21.01 VACATION YEAR

For the purposes of Article 21, Vacation Year shall be defined as the period from May 1, to April 30 of the following calendar year.

21.02 VACATION ENTITLEMENT ACCRUAL

Employees will accrue paid vacation entitlement on the following basis:

- a. Employees will be granted one (1) day of vacation entitlement per month for the period extending from the commencement their employment with CESAR to end of the current Vacation Year, to be used in the same period.
- b. Employees will be granted fifteen (15) days of vacation entitlement to be used during the Vacation period in which their first and second employment anniversary will fall.
- c. Employees will be granted twenty (20) days of vacation entitlement to be used during each of the Vacation periods in which their third to their ninth employment anniversaries will fall.

21.03 PROBATIONARY VACATION ENTITLEMENT

New Employees may only use Vacation entitlement accrued under Article 21.02(a) following three (3) months of employment. Employees whose employment commences after December 31 may carry this vacation entitlement forward to be used in the next Vacation Year. An employee may also as be paid out for any outstanding vacation time not taken by the end of the Vacation Year.

21.04 CARRY FORWARD OF VACATION ENTITLEMENT

Upon mutual agreement, Employees may carry forward up to a maximum of seven (7) vacation days which remain unused at the end of the fiscal year on April 30, for use in the next Vacation Year. Carry forward requests must be submitted to the Staff Relations Officer no later than April 1.

21.05 VACATION ENTITLEMENT

At time of termination or resignation, an Employee will be entitled to be paid for the prorated portion of their unused vacation entitlement for the current Vacation Year, equal to the period from May 1 to the date of layoff, termination or resignation, and to all unused vacation entitlement carried forward from previous years.

21.06 VACATION REQUESTS

Vacation entitlement shall be used at times mutually agreeable to the Employee and the Employer, in accordance with the following provisions:

- a. For all other times not defined under Article 21.06(a), Employees will submit vacation requests in writing to the Staff Relations Officer no less than 2 weeks in advance for vacations equal to or greater than four (4) business days in length, and will receive a response no later than one (1) week after the request is submitted.
- b. Employees will submit vacation requests no less than one (1) week in advance, for vacations less than four (4) business days in length.
- c. Employees will be entitled to receive their vacation in an unbroken period unless reasonably deemed operationally unfeasible.
- d. Vacations will not normally be permitted from August 30 to September 30, or from January 10 to January 31 on any year. In exceptional circumstances arising from events beyond the employee's control, an employee may request a vacation during these periods. Such request to the Employer must include an explanation of the exceptional circumstances, in writing, along with any relevant documentation if requested by the Employer. Such exceptional requests may be denied for operational reasons, but shall not otherwise be unreasonably denied.

21.07 SENIORITY AND VACATION SCHEDULING

In the case where concurrent vacations will cause undue harm or hardship to the Employer's operations, vacations will be granted first on the basis of seniority among those Employees who have children under the age of 18 who attend school or daycare, and second on the basis of seniority among remaining Employees.

21.08 ILLNESS DURING VACATION

Sick leave will be substituted for vacation entitlement, where it can be medically certified that an illness or accident occurred while on vacation. Other types of leave, such as bereavement, may also be substituted for vacation, subject to Article 22.

ARTICLE 22 – SICK / MEDICAL LEAVE

22.01 DEFINITION OF SICK LEAVE

Sick leave means the period of time an Employee is absent from work, with full pay, as a result of being ill or temporarily disabled, exposed to contagious disease, the illness of an Employee's child or dependent that necessitates her absence, or because of an accident for which compensation is not payable under the Worker's Compensation Act. Records of sick time for dependents will be kept separate from Employee sick leave.

22.02 SICK LEAVE ACCRUAL

Employees can earn sick leave entitlement at a rate of one and a half days (1.5) per month worked, beginning at the date of hiring. Accrual of sick leave can accumulate to a maximum of fifty-four (54) days. It is understood that upon resignation or termination the Employer will not issue pay in lieu of any accumulated sick leave credits.

22.03 SICK LEAVE USAGE

One (1) sick leave day will be deducted from an Employees accrued total, for all normal working days – exclusive of holidays as defined under Article 20 – that an Employee is absent from work for the purposes and reasons defined under Article 22.01. Where an employee is absent from work for a portion of the work day for said purposes, their sick leave time will be deducted in accordance with the number of hours they are absent, rounded up.

22.04 SICK LEAVE NOTIFICATION

Employees will take all reasonable steps to notify the Staff Relations Officer of their impending absence, prior to the start of the work day, if possible or as soon as is known where a health situation will necessitate an anticipated extended absence. For the purposes of Article 22, telephone conversations, voice mail, and/or e-mail will be the only accepted forms of notification. If notice is provided to the Staff Relations Officer via text message, an email notice must be provided within twenty-four (24) hours to ensure there is a record of the notice provided.

22.05 COMPULSORY QUARANTINE

An Employee who must submit to compulsory quarantine shall be entitled to twenty-one (21) paid leave of absence days. Upon request from the Employer, the Employee shall provide medical evidence of the compulsory quarantine. Any costs for obtaining medical documentation shall be reimbursed by the Employer.

22.06 MEDICAL CERTIFICATES

An Employee may be required to produce a certificate from a qualified medical or paramedical practitioner for any illness in excess of five (5) consecutive working days, certifying that such Employee is unable to carry out their duties due to illness. The employer will reimburse the employee for expenses related to obtaining such certificate up to \$25.

22.07 MEDICAL LEAVE

Employees will be granted up to thirty-two (32) hours per year with full pay, in order to engage in personal preventative medical, dental or other such health care, with two (2) days notice given to the Employer, wherever possible. This leave may be used to engage as a support person in preventative medical, dental or other such health care for any immediate family members.

Where an employee is absent from work for a portion of the work day for said purposes, their sick leave time will be deducted in accordance with the number of hours they are absent, rounded up. Employees should be prepared to show proof of medical, dental, or other such health care for the duration of their absence from work. Such time is not to be considered sick leave as outlined in Articles 22.01 or 22.03.

22.08 RETENTION OF SICK LEAVE ENTITLEMENT

When an Employee is given Leave of Absence as defined under Article 23, or is laid off as defined under Article 19, such Employee will retain the sick leave accrued prior to leave or layoff upon returning to work.

22.09 SUPPLEMENTARY UNEMPLOYMENT BENEFITS PLAN

The Employer will establish a Supplementary Unemployment Benefit Plan (the "SUB Plan") as follows:

- a. The SUB Plan will apply to all full-time employees covered by this Collective Agreement.
- b. The SUB Plan will supplement EI benefits for periods of unemployment caused by the illness or injury of the full-time employee.
- c. In order to be eligible for benefits under the SUB Plan, documentation that the full-time employee has applied for, and is in receipt of, EI benefits must be provided.
- d. The gross amount of EI benefit from this employment, plus the SUB Plan payment, will equal ninety-five percent (95%) of the full-time employee's normal weekly earnings.
- e. The SUB Plan benefit will be paid for a maximum of seventeen (17) weeks.
- f. The SUB Plan is in force for the duration of this Agreement and any renewal thereof.
- g. The SUB Plan is financed by the Employer's general revenues and a separate record of all the SUB payments will be kept.
- h. Payments of guaranteed annual remuneration, deferred remuneration, or severance pay will not be reduced or increased by payments received under the SUB Plan.

22.10 SICK LEAVE WITHOUT PAY

Sick leave without pay will be granted to an employee who does not qualify for sick leave with pay or benefits under the SUB Plan until such time as the long-term disability provision, outlined in Article 27, comes into effect.

ARTICLE 23 – LEAVE OF ABSENCE

23.01 LEAVE OF ABSENCE

For the purpose of understanding and calculating all leave credits and benefits provided under Article 23, employees are entitled to the credit based on the applicable circumstance(s) within a year, where the year is defined as the fiscal year, and runs from May 1 to April 30 of each calendar year. Employees granted a leave of absence over six (6) months must provide at least three (3) months advance notice of their intent to return to the position, or at a mutually agreed upon timeline between the Employer, Union and Employee. This date shall be included in their Leave of Absence Agreement.

23.02 RETENTION OF BENEFITS – PAID LEAVE

While exercising any Paid Leave as defined in Article 23.05 through Article 23.17 inclusive, Employees shall maintain all rights, protections and benefits prescribed to them within this Agreement.

23.03 RETENTION OF BENEFITS – UNPAID LEAVE

While exercising any Unpaid Leave as defined under Article 23.18 through Article 23.22 inclusive, for a period greater than one (1) month, Employees shall maintain all rights, protections and benefits prescribed to them within this Agreement, with the exception of Vacation Entitlement Accrual as defined in Article 21.02, Sick Leave Accrual as defined in Article 22.02, and Welfare Benefits as defined under Article 27.01(c) and Article 27.01(d) though the Employee may direct payments to maintain such coverage, as allowed by the service provider.

23.04 RETENTION OF SENIORITY

In no case shall any Leave on the part of an Employee, as defined under Article 23, result in a loss of seniority to the Employee.

23.05 BEREAVEMENT LEAVE

Employees will be granted Bereavement Leave with full pay, as follows:

- a. Ten (10) working days in the case of death of a child or spouse death of a parent, sibling, or partner
- b. Three (3) working days in the case of death of a parent-in-law, grandparent or any other relative or close friend, and one (1) working day in the case of a pet, defined here as cat or dog.
- c. In cases where the Employee is compelled to travel to attend to a bereaved relative in excess of 500 kilometres one-way from their primary place of residence, the Employee will be granted an additional two (2) working days leave.

23.06 COMPASSIONATE LEAVE

Employees will be granted Compassionate Leave with full pay to a maximum of one (1) time per affected individual per year, as follows:

- a. Five (5) working days in the case of serious illness of a child, spouse or dependant.
- b. Three (3) working days in the case of serious illness of a parent or sibling.
- c. One (1) working day in the case of serious illness of a parent-in-law, grandparent or any other relative or close friend.

23.07 MARRIAGE LEAVE

Employees will be granted Marriage Leave with full pay, as follows:

- a. Two (2) working days in the case of an Employee's marriage or other commitment ceremony. The leave is to be taken on, or as an immediately adjacent working day to, the day of such ceremony.
- b. One (1) working day in the case of the marriage or commitment ceremony of an Employee's child, sibling, or parent, where the ceremony will fall on a regularly schedule working day, or where the ceremony will take place 500 kilometres or more from the Employees place of residence.

23.08 HOUSEHOLD LEAVE

Employees will be granted Household Leave with full pay, as follows:

- a. Up to three (3) days as required, in the case of a flood, fire, or other catastrophe causing significant damage to an Employee's home.
- b. One (1) working day per year to allow for the relocation of an Employee's household.

23.09 ELECTION LEAVE

- a. Employees will be allowed up to three (3) paid consecutive hours of leave before the close of polls or one (1) paid hour during the day in any federal, provincial, or municipal election or referendum.
- b. Employees who are volunteering for a political campaign on the day of any federal, provincial or municipal election or referendum will be entitled to the full day off without pay if prior notice is given to the Staff Relations Officer two (2) business days in advance.

23.10 JUDICIAL LEAVE

Employees will be granted Judicial Leave to serve as a juror or subpoenaed witness in any court of law, during which period the Employee will receive the difference between their normal earnings and any payment received for such service – excluding payment for travel, meals or reimbursement for other expenses. Accordingly, the Employee will present proof of service and the amount of pay received within ten (10) business days of receipt of such payment.

23.11 PREGNANCY LEAVE

Employees will be granted Pregnancy Leave in accordance with the Ontario Employment Standards Act and the following process:

- a. The Employer shall grant an employee a pregnancy leave of up to seventeen (17) weeks without pay and without loss of seniority upon reasonable written notice provided that
 - i. Such employee has completed thirteen (13) weeks of continuous service prior to the starting time of such leave;
 - ii. Such written request is made at least two (2) weeks prior to the proposed starting date of the leave. This notice requirement shall be waived in the event of pregnancy complications, premature birth or adoption.
- b. An employee entitled to pregnancy leave under this Article, who provides the Employer with proof that they are in receipt of unemployment insurance benefits pursuant to the Employment Insurance Act, (Canada) and its Regulations shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.
- c. In respect of the period of pregnancy leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following: i. For the first one (1) week, payment equivalent to one hundred percent (100%) of the actual weekly rate of pay, which they were receiving on the last day worked prior to the commencement of the pregnancy leave, but which shall also include their wage or amended wage rates as they are implemented; and ii. Up to a maximum of sixteen (16) additional weeks payments equivalent to the difference between the sum of the weekly Employment Insurance benefits the employee is eligible to receive and any other earnings received by the
- d. employee, and one hundred percent (100%) of the actual weekly rate of pay, which they were receiving on the last day worked prior to the commencement of the pregnancy leave but which shall also include their wage or amended wage as they are implemented.

23.12 PARENTAL LEAVE

Employees will be granted Parental Leave in accordance with the Ontario Employment Standards Act and the following process:

- a. The Employer shall grant an employee who is a parent, a parental leave of up to sixty-three (63) weeks (up to 61 weeks for an employee who has also taken pregnancy leave) without pay and without loss of seniority providing the conditions listed above are met. For purposes of this provision, "parent" shall be defined as:
 - i. The natural or adoptive mother or father; and/or
 - ii. A person in a relationship of some permanence with a natural or adoptive mother or father of the child and who intends to treat the child as his or her own.

- b. An employee who is entitled to parental leave and who provides the Employer with proof that they are in receipt of Employment Insurance benefits pursuant to Employment Insurance Act (Canada) and its Regulations shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.
- c. In respect of the period of parental leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following two (2) options:
 - i. Standard Parental Benefits:
 - 1. For the first one (1) week, payments equivalent to one hundred percent (100%) of the actual weekly rate of pay, which they were receiving on the last day worked prior to the commencement of the leave, which shall also include their wage or amended wage as they are implemented.
 - 2. Up to a maximum of 34 (or 36 weeks) additional weeks, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and one hundred percent (100%) of the actual weekly rate of pay, which they were receiving on the last day worked prior to the commencement of the leave which shall also include their wage or amended wage rates as they are implemented.
 - ii. Extended Parental Benefits:
 - 1. If an employee chooses to extend their Parental Leave over the 61 (or 63-week) leave period provided by Employment Insurance, the sub plan will be prorated to match the proration provided by EI:
 - 2. For the first one (1) week, payments equivalent to fifty-seven percent (57%) of the actual weekly rate of pay, which they were receiving on the last day worked prior to the commencement of the leave, which shall also include their wage or amended wage rates as they are implemented.
 - 3. Up to a maximum of sixty (60) or sixty-two (62) weeks additional weeks, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and fifty-seven percent (57%) of the actual weekly rate of pay, which they were receiving on the last day worked prior to the commencement of the leave which shall also include their wage or amended wage rates as they are implemented.
- d. Subject to any changes to the employee's status which would have occurred had they not been on parental leave, the employee shall be reinstated to their former duties and at the same rate of pay.

23.13 PAID UNION LEAVE

Employees will be granted Union Leave with full pay, upon five (5) business days notice, provided to the Staff Relations Officer, to attend Union Meetings of CUPE 1281,

scheduled during regular business hours to a maximum of thirty-six (36) hours per year, per Employee. Up to a maximum of two (2) employees are permitted to access this benefit to attend the meeting at the same time. Time spent at such meetings will not be used in the calculation of overtime as defined in Article 24.04.

23.14 UNION MEETINGS

Employees shall be entitled to hold Union meetings on paid time during the business day on the employer's premises, provided that notice of five (5) business days is given to the Staff Relations Officer and that the meeting is scheduled at a mutually agreeable time. Meetings shall be scheduled for a maximum of ninety (90) minutes, and may be held up to six (6) times a year.

23.15 PAID PENITENTIARY LEAVE

Employees will be granted up to one (1) month Penitentiary Leave with full pay, where such Employee is incarcerated as a result of their reasonable actions undertaken with the purpose of implementing the directions of the Employer. Where such incarceration extends beyond one (1) month the Employee will be granted Unpaid Penitentiary Leave as defined in Article 23.19. The Employer will pay all fines levied on Employees by criminal courts as a result of such actions by the Employee. It is agreed the Employees have the right to refuse to undertake any action which the Employee reasonably expects could result in a fine or incarceration.

23.16 PAID PERSONAL LEAVE

Employees will be granted four (4) paid Personal Leave days per fiscal year, upon reasonable notice of at least two (2) business days provided. The specific date is to be taken at a time that is mutually agreeable to the Staff Relations Officer; permission shall not be withheld unreasonably.

23.17 PAID UNION CONVENTION AND ELECTED CONFERENCE DELEGATE LEAVE

Employees will be granted Union Convention Leave with pay, upon five (5) working days notice being provided, where such Employee has been elected to represent the Union at a Union or labour convention or conference. Such Leave will not exceed a total of ten (10) business days per Employee in any calendar year, and only one (1) Employee will be granted Leave under this clause at a time.

23.18 GENERAL UNPAID LEAVE

Employees will be granted general unpaid leave without pay or benefits, upon a minimum of four (4) weeks notice being provided, for up to twelve (12) months, providing that satisfactory reason is provided to the Staff Relations Officer in writing. Should the General Unpaid Leave be requested to cover another organization's Leave of Absence relating to a fixed term employment opportunity, the Employer may request a confirmation of the employment opportunity and grant a leave up to eighteen (18) months. A leave shall be extended only by mutual agreement between the Employee and Employer. The Employer has no obligation to grant an extension.

23.19 UNPAID PERSONAL LEAVE

Employees will be granted Personal Leave, upon reasonable notice being provided, for up to five (5) working days per year, for personal reasons. The Employer will not unreasonably refuse such personal requests.

23.20 UNPAID ELECTED UNION LEAVE

Employees will be granted Elected Union Leave without pay, upon one (1) month notice being provided, where such Employee has been elected or appointed to a full time position with the Union or any organization with which the Union is affiliated, such leave not to exceed one (1) year. Further, upon request, any employee who is elected to the Union's Local Executive Committee and who requires unpaid leave to perform the part-time duties of that office shall be granted unpaid leave.

23.21 UNPAID PUBLIC OFFICE LEAVE

Employees will be granted Public Office Leave without pay, upon one (1) month notice being provided, where such Employee has been elected to a full time position of public office, with the Municipal, Provincial, or Federal governments, such leave not to extend beyond the first term of office for such position.

23.22 UNPAID PENITENTIARY LEAVE

Employees will be granted Penitentiary Leave without pay, following one (1) month of Paid Penitentiary Leave as defined in Article 23.12, where such Employee is incarcerated for a period greater than one (1) month as a result of their reasonable actions undertaken with the purpose of implementing the directions of the Employer. The Employer will pay all fines levied on Employees by criminal courts as a result of such actions by the Employee. It is agreed the Employees have the right to refuse to undertake any action which the Employee reasonably expects could result in a fine or incarceration.

ARTICLE 24 – PAYMENT OF WAGES AND ALLOWANCES

24.01 REGULAR PAY DAYS

The Employer will pay salaries and wages every two (2) weeks in accordance with the annual salaries set out in Article 31.01. On each pay day each Employee will be provided with an itemized statement of wages and deductions.

24.02 EQUAL PAY FOR EQUAL WORK

Where an Employee has the necessary qualifications and has proven ability to handle the work of a specific job description, there will be no discrimination between genders in the matter of appointments and salaries for positions.

24.03 HOURS OF WORK

The normal work week will be Monday to Friday and will total forty (40) hours that includes one (1) hour for lunch for each day worked. The normal hours of operation shall be Monday to Thursday 11am to 7pm and Fridays 10am to 6pm.

Every term, at least three (3) Employees shall work normal hours on Monday to Thursday 11am to 7pm and Friday 10am to 6pm, with the remaining staff working Monday to Friday 10am to 6pm. Prior to the beginning of each term, Employees may request such hours to the Staff Relations Officer. Should multiple requests come in, priority will be granted first on the basis of seniority among those Employees who have dependents under the age of eighteen (18), and second on the basis of seniority among remaining Employees. Employees working adjusted hours may be requested by the Staff Relations Officer in advance to work normal hours on days where events, meetings, membership outreach and job duties require the normal hours of operation. On occasion, employees may request to the Staff Relations Officer the ability to arrange their work schedules and work late some days and leave early on others; permission will be granted in accordance and consideration with operational needs.

The Employer encourages Employees to arrange their own schedule for a lunch break in consideration with operational needs. Given that the Employer already offers a paid lunch break, when an employee does not take the full hour for lunch, any unused time will not be calculated as overtime.

To ensure that the front desk maintains full coverage during lunch breaks, the Staff Relations Officer will work with employees to make a schedule to rotate coverage.

Prior to the beginning of the summer, the Employer shall assess the feasibility and reasonableness of allowing early Fridays (10am to 2pm) in the summer months. Such assessment shall be made based on the operational needs during the summer.

24.04 OVERTIME

Overtime will be defined as that time spent in hours of work beyond the normal hours of forty (40) per week, for which attendance is out of necessity for fulfilling the demands of the job, and for which advance permission has been requested and received from the Staff Relations Officer where practical. If advance notice is not practical the employee must submit in writing, within one (1) business day, of working overtime, to report and account for the overtime work. If advance permission is not received, or the attendance is deemed to be not out of necessity, the Employer has the right to refuse overtime accrual.

24.05 OVERTIME COMPENSATION

Employees will be compensated for accrued overtime as follows:

- a. The Employee will accrue an Entitlement on the basis of one and one half (1^{1/2}) hours for each hour of overtime; or
- b. The Employee will be allowed overtime in lieu of pay at one and one half (1^{1/2}) times their normal hourly rate for each hour of overtime beyond forty (40) hours; Employees shall make all effort to take lieu time within three (3) months of accrual.
- c. Only once within the fiscal year, Employees may request up to a maximum of forty (40) hours for an overtime payout. Request must be submitted to the Staff Relations Officer in writing, within ten (10) working days following the end of the month in which the overtime was incurred and provide a rationale as to why a pay-out is requested and why the lieu time cannot be taken within three (3) months of accrual. Such request shall not be unreasonably denied.
- d. Employees will make all efforts to ensure that overtime accrued is not carried forward in to the next fiscal year.

24.06 TIME IN LIEU OF OVERTIME

Notwithstanding Article 24.05, for situations such as retreats, conferences, meetings or special events, the Employee and Employer may mutually agree on the granting of time-off from work in lieu of overtime, such time off in lieu of overtime to be taken at a time mutually agreed to by the Employee and Employer.

24.07 PAY DURING VACATIONS

Employees may, upon five (5) working days notice being provided, request early issuance of any pay cheques which will be issued during their planned vacation period – such pay cheques, which will maintain their normal date of issue, will be provided to the Employee on their last regular working day prior to the commencement of the vacation period.

24.08 MILEAGE ALLOWANCE

Employees will be reimbursed for transportation expenses incurred as a result of implementing the Employers directions. While the Employer does not require any Employee to own a car as a condition of employment, where an Employee agrees to use a private automobile for the purposes of implementing the Employers directions, the Employee will be compensated at the rate of \$0.47 per kilometre, plus \$2.00 per passenger per trip, and receipted parking. Such compensation may be altered by mutual agreement between the Employer and Employee. Reimbursement will be issued no later than the next regular pay day following receipt(s) being submitted for reimbursement. Employees are assumed to be solely responsible for the vehicles they operate in such situations, and as such will not be reimbursed for parking tickets or other traffic infractions or fines.

24.09 TAXI ALLOWANCE

Employees will be reimbursed for the reasonable costs of safe travel home, where they are required to work between 9:00PM and 7:00AM. Such reimbursement will be issued no later than the next regular pay day following receipt(s) being submitted for reimbursement.

24.10 MEAL ALLOWANCE

Employees will be reimbursed up to \$15.00 towards the cost of a meal where they are required to work more than two (2) hours beyond their normal work hours. Such reimbursement will be issued no later than the next business day following receipt(s) being submitted for reimbursement using the operational petty cash protocol.

24.11 REQUIRED PROFESSIONAL DEVELOPMENT ALLOWANCE

The Employer shall pay the full cost of any course of instruction, seminar, conference or workshop (hereafter referred to as course) required for the operation of the Employee's job, where the Employer agrees that such course is necessary for an Employee to better qualify themselves. The Employer shall pay for the any costs associated with a course. Hours spent in the course will be considered as time worked, and will be agreed upon in advance with the Professional Development Form in Article 24.13.

24.12 REQUESTED PROFESSIONAL DEVELOPMENT ALLOWANCES

Employees will have access to an annual fund of \$1500 per Employee from May 1 to April 30, to be reimbursed for costs associated with a course of instruction, seminar, conference or workshop (hereafter referred to as course). The fund may be used for costs related to out of town travel for attendance, out of town accommodation, and/or registration costs and reasonable travel costs associated with their requested professional development during the same fiscal year. Such reimbursement must be requested in advance of registration with the Professional Development Form in 24.13. The Employer will consider such a proposal in the context of relatedness to the Employee's responsibilities, the time commitment of the course, the needs of the organization, and cost, and accordingly may agree to reimburse all, some, or none of the associated costs.

Any reimbursement will be issued no later than the next regular pay day following successful completion of the course and the submission of receipt(s) for reimbursement. A receipt indicating full payment of registration fees for the course will be the necessary documentation for reimbursement. Hours spent in the course will not be considered as time worked unless agreed upon in advance with the Professional Development Form in 24.13.

24.13 PROFESSIONAL DEVELOPMENT FORM

Educational Allowances in 24.11 and 24.12 shall require a Professional Development form to be completed by the Employer and Employee which shall indicate the description of the course, the perceived benefit or outcome of the opportunity to both the Employee and Employer, associated costs and the completion and reimbursement timeline.

24.14 POTENTIAL CONFLICT OF INTEREST

Where employees decide to take courses at the Chang School, and to avoid conflicts of interest, they must provide signed documentation forfeiting their rights as members of CESAR, including but not limited to the electing of representatives, running for positions, nominating, acting as a Class Representative, and applying for any of the services it provides, including the bursary. This statement will be included in the Professional Development Form in 24.13.

24.15 CHILDCARE ALLOWANCE

Employees, who have children under the age of 14 years old, will be reimbursed for the costs of child care up to thirty-five (\$35) dollars an hour, where the Employee is required to work or attend a function, meeting or other event outside of their normal working hours. Such reimbursement will be issued no later than the next regular payday following receipt(s) being submitted for reimbursement.

ARTICLE 25 – CESSATION OF OPERATIONS/SEVERANCE PAY

25.01 CESSATION OF OPERATIONS

If, as a result of the Employer ceasing all or part of the operations, or if by reason of any change in operating methods, the Employer is unable to provide work for a displaced Employee at the same regular rate of pay in a comparable class of work, the Employee will be given notice of termination in accordance with the Employment Standards Act, 2000 and subject to the provisions under Article 19.

25.02 SEVERANCE PAY

If notice of termination is given under Article 25.01, the Employee will receive severance pay in accordance with the Employment Standards Act and three (3) week's pay for every year of completed service with the Employer, to a maximum of twenty-four (24) weeks of severance pay.

ARTICLE 26 – JOB DESCRIPTIONS

26.01 JOB DESCRIPTIONS

The Employer agrees to provide to the Union job descriptions for all positions included under Article 2.01 which are mutually agreed upon, such descriptions will be included in Appendix B which shall form a part of this Agreement, and which will be recognized by the Union and the Employer as the job descriptions.

26.02 ANCILLARY DUTIES

If there is any dispute that a duty assigned by the employer is not an ancillary duty to that job description, the arbitrator shall have the jurisdiction to determine whether the duty is ancillary and, if not, whether a wage increase or such other remedy is appropriate.

26.03 CHANGES IN JOB DESCRIPTIONS

- a. No duties will be assigned under Article 26.02 above, or job description changed or modified, to such an extent that the position becomes something substantially different from what it was before the duties were assigned or the job description changed or modified.
- b. When a job description is changed, modified, or newly created, such job description will immediately be appended to this Collective Agreement, and will include the date it was appended.

ARTICLE 27 – WELFARE BENEFITS

27.01 ONTARIO HEALTH INSURANCE PLAN

The Employer will pay 100% of the cost of the Ontario Health Insurance Plan for all Employees, as paid through Employer Health Tax premiums.

27.02 DENTAL INSURANCE

The Employer will maintain a Dental Insurance plan, and shall pay 100% of premiums associated with such plan, for all Employees who have been employed for at least three (3) months, and their dependents and/or spouse subject to the approval of the insuring company. The Dental Insurance plan at the time of execution of this agreement will be the Ryerson Student Campus Centre Plan – SSQ Financial Group Policy #33K90

27.03 LIFE AND LONG-TERM DISABILITY INSURANCE

The Employer will maintain a Long-Term Disability, Accidental Death and Dismemberment, and Life Insurance, and shall pay 100% of premiums associated with such plan, for all Employees who have been employed for at least three (3) months, and their dependants and/or spouse subject to the approval of the insuring company. These benefits at the time of execution of this agreement will be contained within the Ryerson Student Campus Centre Plan - SSQ Financial Group Policy #33K90

27.04 EXTENDED HEALTH INSURANCE

The Employer will maintain a Extended Health Insurance plan, and shall pay 100% of premiums associated with such plan, for all Employees who have been employed for at least three (3) months, and their dependants and/or spouse subject to the approval of the insuring company. The Extended Health Insurance plan at the time of execution of this agreement will be the Ryerson Student Campus Centre Plan - SSQ Financial Group Policy #33K90

27.05 HEALTH AND DENTAL PLAN SUPPLEMENT

This benefit is for prescription medications, and extended health and dental services which are listed but not fully covered in the Student Centre plan as long as they are covered in the current plan as of March 24, 2021. Employees shall be reimbursed by the Employer directly for any difference between the coverage provided by the policy and the full price of the service or medication up to a maximum of \$700 per employee per fiscal year. Employees may also use this fund to cover additional reimbursement should the full Extended Health and Dental coverage be used before the end of the fiscal year. Such reimbursement will be issued no later than the next regular pay day following receipt(s) being submitted for reimbursement.

27.06 ADDITIONAL COVERAGE

Employees may, at their option, pay for additional benefits in addition to those described in Articles 27.02, 27.03 and 27.04, and the Employer will include such additional costs in direct payroll deductions where possible.

27.07 ALTERNATE PLAN/CARRIER

It is understood that the Employer retains the right to change policies and/or carriers, provided that the level of benefits provided are maintained or increased.

27.08 PRESCRIPTION EYE-CARE ALLOWANCE

Employees will be granted an Eye-Care Allowance towards the cost of any services provided by an optometrist or ophthalmologist, or towards the costs of prescribed eye care, such as eyeglasses, or contact lenses. Such allowance may be utilized for the goods and services defined above for an Employee and/or their dependant(s), and shall not exceed \$300 in a 24 month period, will be issued no later than the next regular pay day following receipt(s) being submitted for reimbursement.

27.09 CANADA PENSION PLAN

The Employer agrees to pay 50% of the full cost of the Canada Pension Plan, the remainder to be deducted from the bi weekly payroll of the Employee.

27.10 SUPPLEMENTATION OF COMPENSATION

Any Employee who has been certified by a medical doctor as being unable to perform their regular work with the Employer on account of an occupational accident that occurs while working with the Employer and that is recognized by the Workplace Safety and Insurance Board (WSIB) as compensable within the meaning of the Compensation Act, will receive from the Employer the difference between the amount payable by the WSIB and their regular salary, so long as the Employee continues to be Employed by the Employer in accordance with all other provisions of this Agreement, up to a maximum amount of time of twelve (12) months. The Employer will provide the cost of an insurance plan which provides additional wage loss coverage to the maximum allowable by the insuring company for occupational accidents while working with the Employer or up to twenty-four (24) months whichever is deemed the shorter amount of time. This coverage will be sufficient to make up the difference between the benefit received by the Employee from the WSIB and their regular salary so long as the Employee continue to be Employed by the Employer in accordance with all other provisions of this Agreement. In the event that the insurance or WSIB payments are delayed, the Employer will provide full compensation to the Employee and the Employer will accept repayment from the insurance company or the WSIB when such repayment occurs

27.11 SAVINGS THROUGH LEGISLATION

If the premium paid by the Employer for any Employee benefit is reduced as a result of any legislative or other action, the amount of the saving will be used to increase other benefits available to the Employees, as may be mutually agreed upon between the parties, or will be passed on to the Employees in the form of increased wage or salary rates.

27.12 MULTI-SECTOR PENSION PLAN (MSPP)

All permanent bargaining unit employees shall enroll in the Multi-Sector Pension Plan (MSPP) as outlined in Appendix A herein. For each enrolled Employee, the Employer shall contribute a minimum of two percent (2%) of gross regular wages to the MSPP monthly. Each enrolled Employee shall contribute a minimum of two percent (2%) of their gross regular wages to the MSPP per pay period. Should the Employee wish to increase their contributions further, the Employer will match Employee contributions to a maximum of four percent (4%). The MSPP participation Agreement shall be listed in Appendix A of the Collective Agreement.

27.13 HEALTH AND WELLNESS BENEFIT

The Employer agrees to pay the equivalent amount of up to \$450.00 per employee per fiscal year to assist with covering the cost of an accredited fitness facility, membership, classes, equipment or subscriptions that involve health, wellness and mental wellness. Reimbursement is only entitled to the individual employee and not for any dependent(s) or spouse of the employee. The Employee seeking reimbursement is required to produce a bona fide receipt or proof of payment for purchase from a health/fitness club or accredited facility offering the health and or wellness programs.

ARTICLE 28 – WORKPLACE HEALTH AND SAFETY

28.01 WORKPLACE HEALTH AND SAFETY

The Employer will make all reasonable provisions for the safety and health of Employees during working hours, and abide by Ontario's Health and Safety Act, and the Union may, from time to time, bring to the attention of the Employer in writing any suggestions in this regard for their consideration.

28.02 AIR QUALITY

The Employer agrees to make arrangements, in accordance with the Joint Health and Safety Committee to have air quality tested regularly in areas that may be of concern to the health and safety of its Employees.

28.03 EMERGENCY/FIRST AID TRAINING

The Employer will make available to a sufficient number of Employees the opportunity to attend a properly accredited Emergency/First Aid Course. Time spent attending this course will be considered as time worked, and the Employer will assume all costs, if any, of this course.

28.04 ERGONOMICS AND OFFICE EQUIPMENT

The Employer agrees to budget annually, in consultation with the Joint Health and Safety Committee, for ergonomics and equipment expenses to ensure the health and safety of Employees.

28.05 COMPUTER STATIONS

No Employee shall be required to work at a computer station for more than two (2) hours without a fifteen (15) minute break from the station. It is the responsibility of the Employee to use their discretion to schedule their breaks from the station.

ARTICLE 29 – TECHNOLOGY AND WORKPLACE CHANGES

29.01 UNION NOTIFICATION OF CHANGES

The Employer shall take adequate steps to notify all Employees, and the Union, six (6) weeks before the introduction of any technological changes that affect the rights of Employees, conditions of employment, wage rates or workloads. Any such change will be made only after the Union and the Employer have reached an Agreement or settled any disagreement through the grievance procedure.

29.02 WORK DISPLACEMENT

When a position as defined in Appendix B is eliminated by virtue of technological change or mechanization, the Employee will be given the opportunity to fill other positions as defined under Article 19 and/or to elect the severance provision defined under Article 25.

29.03 TRAINING PERIOD

Where the introduction of new methods or machines requires different or greater skills than are currently possessed by an Employee, the Employer will provide to the affected Employee a training program sufficient in duration for the Employee to acquire the necessary knowledge or skills. If after such training period the Employee is unable to acquire the new skills and knowledge necessary, the Employee will be given an opportunity to fill other positions as defined in Article 19, or elect the severance provisions defined under Article 25. No new Employee will be hired by the Employer to assume any of the job duties of the worker whose job is affected by technological change, until after such Employee has completed her training program and is deemed to be unable to do the job.

ARTICLE 30 – PRESENT CONDITIONS AND BENEFITS

30.01 MAINTENANCE OF BENEFITS AND CONDITIONS

All rights, benefits, privileges and working conditions which Employees now enjoy, receive, or possess as Employees of the Employer will continue to be enjoyed and possessed in so far as they are consistent with this Agreement, but may be modified by mutual Agreement between the Union and the Employer.

ARTICLE 31 - WAGES

31.01 WAGE SCALE

The starting wage of Employees, April 1, 2020 shall be \$55,221.18. The starting wage shall increase by the Consumer Price Index in Toronto May 1 each year.

31.02 ANNUAL INCREASES

In recognition of service and seniority Employees shall receive an increase in pay at a of the Consumer Price Index in Toronto plus a point five percent (0.5%) top-up as of April 1, 2020, and an increase of three percent (3%) on May 1st of each year of the Agreement thereafter.

31.03 CONSUMER PRICE INDEX

The Consumer Price Index in Toronto shall be based on the calculation applied to the CESAR student levy each year.

ARTICLE 32 – DURATION OF THIS AGREEMENT

32.01 DURATION

This Agreement is in force and effect from April 1, 2020 to April 1, 2025.

32.02 INVITATION TO BARGAIN

The Union or the Employer may not more than two (2) months and not less than one (1) month prior to expiration date of this Agreement present to the other, in writing, proposed terms for a new further Agreement and/or amendments to this Agreement. Following such notice, arrangements for a meeting between the Union and the Employer will be secured within one (1) month. At such meeting, the parties will commence negotiations on the proposed amendments and/or terms of a new Agreement.

32.03 EXTENSION OF THIS AGREEMENT

Failing Agreement by April 1, 2025 on a new or amended Agreement, this Agreement and all its terms will continue in force until a new Agreement is executed, or the right to strike or lockout accrues whichever comes first.

32.04 COLLECTIVE AGREEMENT PREVAILS

In the event there is a conflict between the provisions of this Collective Agreement and those of the Continuing Education Students' Association of Ryerson's policies, the provisions of the Collective Agreement shall prevail.

SIGNATURES

FOR MANAGEMENT

Maddy Fast, President, Continuing Education Students' Association of Ryerson

Annie Yang, VP Services & Finances, Continuing Education Students' Association of Ryerson

Corey Scott, Executive Director, Continuing Education Students' Association of Ryerson

FOR CUPE 1281

Shahla Navai, CESAR Shop Steward, Canadian Union of Public Employees 1281

Zayd Ghunaim, Bargaining Unit Representative, Canadian Union of Public Employees 1281

Aidan Macdonald, CUPE National Representative, Canadian Union of Public Employees 1281

All parties signed the agreement between June 2, 2021 and June 3, 2021 via DocuSign

APPENDIX A: MULTI-SECTOR PENSION PLAN

Memorandum of Understanding

MSPP and RRSP Contributions for Collective Agreement

Between the parties,

The Continuing Education Students' Association of Ryerson
(herein referred to as the Employer)

And

The Canadian Union of Public Employees, Local 1281
(herein referred to as the Union)

Whereas the Employer and Union signed off on a new Collective Agreement on May 11, 2021, effective April 1, 2020 to April 1, 2025; and

Whereas the Employer and Union agreed to the following language:

27.12 MULTI-SECTOR PENSION PLAN (MSPP)

All permanent bargaining unit employees shall enroll in the Multi-Sector Pension Plan (MSPP) as outlined in Appendix A herein. For each enrolled Employee, the Employer shall contribute a minimum of two percent (2%) of gross regular wages to the MSPP monthly. Each enrolled Employee shall contribute a minimum of two percent (2%) of their gross regular wages to the MSPP per pay period. Should the Employee wish to increase their contributions further, the Employer will match Employee contributions to a maximum of four percent (4%). The MSPP participation Agreement shall be listed in Appendix A of the Collective Agreement.

Whereas the Board of MSPP has indicated that a fluctuating MSPP contribution is not possible; and

Whereas Employees have already been deducted back dated and ineligible MSPP Employee and Employer contributions;

Therefore, the Employer agrees to provide the following:

1. The Employer and Union agree to reinstate the original MSPP language with subsequent language:

27.12 MULTI-SECTOR PENSION PLAN (MSPP)

All permanent bargaining unit employees shall enroll in the Multi-Sector Pension Plan (MSPP) as outlined in Appendix A herein. For each enrolled Employee, the Employer shall contribute two percent (2%) of gross regular wages to the MSPP per pay period. Each enrolled Employee shall contribute two percent (2%) of their gross regular wages to the MSPP each month.

2. The Employer and Union agree to revert to the old language in the MSPP Appendix A

with relevant amendments attached).

3. The Employer and Union agree that eligible bargaining unit members may make Registered Retirement Savings Plans (RRSP) contributions that the employer will match up to two-percent (2%). Such contributions will be implemented as follows:
 - a. Employees must indicate their intention to participate in the RRSP matching program and their desired percentage contribution for the next calendar year by December 1 or within the first eligible pay period. Employees are wholly responsible for setting up and maintaining their personal RRSP accounts.
 - b. The Employer will deduct the Employee contribution for each bi-weekly pay period.
 - c. The Employer will payout the Employee and Employer contribution quarterly within two (2) weeks of March 1, June 1, September 1 and December 1. Payouts will be calculated based on the most recent pay period and will be issued via cheque.
 - d. To receive Employer contributions, the Employee must show proof of the Employee and Employer contribution for the previous RRSP contribution period by March 1, June 1, September 1 and December 1.
 - e. The Employer has the right to withhold payouts of RRSP contributions should proof not be provided. The Employer will not payout RRSP contributions more than twelve (12) months overdue.
 - f. Employees must invest both the Employee and Employer contributions in their RRSP account.

4. The Employer agrees to refund ineligible Employer and Employee MSPP contributions directly to the Employee to contribute to their RRSP accounts. The Employee agrees to show proof of RRSP deposit with four (4) weeks of receiving contributions.

5. The Employer and Union will discuss formalizing MSPP and RRSP contributions in the next round of Collective Agreement Bargaining.

In affixing a signature below the parties confirm that they have the legal authority to sign on behalf of the parties of the Agreement. The Employer and the Union hereby legally acknowledge all rights and terms of this Memorandum as having full force and effect.

Signed on this _____ day of September 2021, in the city of Toronto without prejudice and precedent,

FOR THE EMPLOYER

FOR THE UNION

President of CESAR, Maddy Fast

Union representative for CUPE 1281,
Moe Alqasem, President

WITNESS

WITNESS

Executive Director, Corey Scott

Second Union Representative

All parties originally signed document above between September 9, 2021 and September 14, 2021

APPENDIX A: MULTI-SECTOR PENSION PLAN

PARTICIPATION AGREEMENT

The Agreement made this _____ day of _____ 2021.

BETWEEN

The Continuing Education Students' Association of Ryerson

(CESAR) (the "Employer")

-AND-

MULTI-SECTOR PENSION PLAN

by its Trustees

(the "Trustees")

In consideration of the Employer becoming a participating employer in the Multi-Sector Pension Plan (the "Plan") by making contributions to the Plan in accordance with the collective agreement between the Employer and Local 1281 of the Canadian Union of Public Employees (the "Union"), and in consideration of the Trustees making benefits available to the employees of the Employer on whole behalf contributions are being made, the parties agree as follows:

The Employer shall make contributions to the Plan in accordance with the terms of the collective agreement dated the 11th day of May, 2021 (the "Collective Agreement"), failing which the Trustees or Union may take action to collect such amounts owing pursuant to the grievance and arbitration procedures under the Collective Agreement or in any other forum having jurisdiction to do so, including collection of interest, liquidated damages and costs in accordance with the provisions of the Participation Agreement and the Agreement and Declaration of Trust dated _____, as amended ("Declaration of Trust") which established the plan.

1. The Employer acknowledges the right and obligation of the Trustees to administer the Fund and provide benefits in accordance with the Declaration of Trust.
2. Notwithstanding the provisions of paragraph 2 of this Participation Agreement, the financial obligations of the Employer shall in no event exceed the obligation to make contributions as set out in the Collective Agreement, together with interest, damages

and costs for which the Employer may be liable relating to a delinquency in making contributions to the Plan pursuant to the Declaration of Trust.

3. The Employer has no obligation to provide the benefits established by the Plan beyond the obligation to make contributions pursuant to the Collective Agreement. In the event that at any time the Plan does not have sufficient assets to permit continued payments under the Plan, nothing contained in the Collective Agreement, Plan or this Participation Agreement or the Declaration of Trust shall be construed as obligating the Employer to make contributions other than the contributions for which the Employer is obligated by the Collective Agreement. It is understood that there shall be no liability upon the Employer, Union or the Trustees to provide the benefits established by this Pension Plan if the Plan does not have sufficient assets to make such benefits payments and that the Trustees have the authority to amend benefits, if necessary or advisable.
4. The Trustees will provide to the Employer, at its request, a copy of the Declaration of Trust of any subsequent amendments as they are made.
5. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the information required for each Eligible Employee is as follows:

i. To Be Provided Once Only At Plan Commencement

Date of Hire

Date of Birth

Date of First Contribution

Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)

Gender

ii. To Be Provided With Each Remittance

Name

Social Insurance Number

Monthly Remittance

Pensionable Earnings

Year to Date Contributions

Employer portion of arrears owing due to error, or late enrolment by the Employer

iii. To Be Provided Initially and As Status Changes

Full Address

Termination Date Where Applicable (MM/DD/YY) Marital

Status

6. In this Article, the terms used shall have the meanings as described:
 - a. "Plan" means the Multi-Sector Pension Plan
 - b. "Applicable Wages" means the basic straight time wages for all hours worked and in addition:
 - i. the straight time component of hours worked on a holiday; and
 - ii. holiday pay, for the hours not worked; and
 - iii. vacation pay; and
 - iv. sick pay paid directly by the Employer (but not short term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages includes any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace; and
 - v. All other payments, premiums, allowances and similar payments are excluded. "Eligible Employees" means all employees in the bargaining unit.
7. Commencing May 11, 2021 each Eligible Employee shall contribute for each pay period an amount equal to 2.0% of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 2.0% of Applicable Wages to the Plan.
8. Retroactive from April 1, 2020 to May 10, 2021 each Eligible Employee shall have contributed for each pay period an amount equal to 2.0% of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 2.0% of Applicable Wages to the Plan.
 - a. Contributions shall be reflective of retroactive wage increases in the most recent Collective Agreement; and
 - b. Contributions shall be reflective of the contributions already made by the Employer (2%) and the Employee (0.25%) on the old wages; and
 - c. Contributions shall be made on the Collective Agreement signing bonus for Eligible Employees in the Memorandum of Understanding; and

- d. Retroactive contributions shall be calculated in one payroll cycle.
- 9. The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.

EMPLOYER:

Corey Scott, Executive Director

MULTI-SECTOR PENSION PLAN,

by its Trustees

APPENDIX B: JOB DESCRIPTIONS

EVENTS & OUTREACH COORDINATOR

REPORTING: This position reports to the Staff Relations Officer.

HOURS: 40 hours per week

SUMMARY:

The Events & Outreach Coordinator will strive to improve the quality of student life of CESAR members and increase member involvement in CESAR through events, programming, outreach activities and campaign implementation. This position seeks to create areas of growth for general members to get further involved in CESAR operations and governance, and the larger students' movement.

The Events & Outreach Coordinator will at all times act in a highly professional, efficient and student friendly manner.

RESPONSIBILITIES:

1. Coordinates all CESAR outreach and events programming activities in coordination with the CESAR Executive.
2. Coordinates the CESAR Class Representative and Volunteer Program, including but not limited to: recruitment, outreach, training, follow-up and evaluation.
3. Coordinates the CESAR outreach strategy including but not limited to: outreach schedules and staffing, class talk scripts and schedules, training and support, and follow-up and evaluation.
4. Coordinates the logistics, planning and evaluation of all events including but not limited to: Undergraduate Orientation, Week of Welcomes, Disorientation, workshops, guest speakers, socials, campaign-related events and rallies. Acts as the main support staff for the CESAR Events Committee.
5. Coordinates recruiting and building relationships with potential sponsors, negotiating event-related contracts, overseeing space booking and any necessary permits, equipment and assists with the coordination of promotional materials marketing, staffing and event enhancements.
6. Acts as a liaison and primary support person to the Equity Service Centres and assists in the communication and implementation of their campaigns and initiatives.
7. Attends and is a member of various Ryerson University committees as assigned by the Staff Relations Officer.
8. Develops new initiatives that enhance the membership engagement side of the organization in areas including, but not limited to: organizing workshops and cultural events.
9. In collaboration with the Communications & Campaign Coordinator, drafts promotional materials to create awareness of CESAR events and volunteer opportunities.

10. Prepares the events and outreach section of Semi-Annual and Annual Reports for General Meetings.
11. Maintains a regularly updated transition document related to their job duties.
12. Participates in outreach, class talks and opportunities to engage with the membership as required.
13. Assists with the implementation and promotion of events, campaigns and services of CESAR and those offered or organized by the Canadian Federation of Students.
14. Assists with the training of the Executive and the Board of Directors to ensure consistency in event programming and outreach.
15. Assists other members of the staff and elected officers in various projects as assigned by the Staff Relations Officer.
16. Other reasonable and ancillary duties as assigned by the Staff Relations officer in respect of the Collective Agreement.

Amended April 2021

STUDENT RIGHTS COORDINATOR

REPORTING: This position reports to the Staff Relations Officer

HOURS: 40 hours per week

SUMMARY:

The Student Rights Coordinator will strive to improve the quality of student life of CESAR members and oversee all CESAR student support and advocacy. This position seeks to provide one-on-one support for students using Ryerson's appeals processes and influencing larger structural change for engrained institutional student rights.

The Student Rights Coordinator will at all times act in a highly professional, efficient and student friendly manner to ensure advocacy and defense of student rights.

RESPONSIBILITIES:

1. Oversees and coordinates accurate, timely and reliable appeals and complaints advice to students and assists in the resolution of such appeals and complaints through the best applications of alternative dispute resolution, mediation and student advocacy.
2. Coordinates CESAR's awareness and knowledge on all Ryerson University policy and procedures as they relate to academic and student rights issues that may impact the CESAR membership.
3. Coordinates the development, maintenance and training of CESAR bylaws and policies with the Vice-President Internal. Acts as the main support staff for the CESAR Bylaws & Policies Committee.
4. Coordinates, develops and presents a variety of workshops and programs relating to student rights and advocacy that outreaches to the membership.
5. Coordinates CESAR's participation in program/course specific pre-orientation, orientation and other activities or initiatives to engage and inform the membership about CESAR events, services and campaigns.
6. Sits on various CESAR and Ryerson committees that relate to academic support including Ombudsperson Council, Senate Policy review committees and those as requested by the Staff Relations Officer.
7. Acts as a resource and support staff person for the Executive and Board of Directors in areas of, but not limited to: academic appeals, student rights, academic workshops, Ryerson University Senate meetings and Chang School Council meetings.
8. In collaboration with the Communications & Campaign Coordinator, drafts promotional materials to create awareness of student and academic rights.
9. Prepares the student rights and appeals section of Semi-Annual and Annual Reports for General Meetings.
- 10.26
11. Maintains a regularly updated transition document related to their job duties.

12. Participates in outreach, class talks and opportunities to engage with the membership as required.
13. Assists with the implementation and promotion of events, campaigns and services of CESAR and those offered or organized by the Canadian Federation of Students.
14. Assists with the training of the Executive and Board of Directors to ensure consistency in understanding Ryerson governance, student rights and CESAR democratic structures and governance.
15. Shall be a Privacy Officer of CESAR.
16. Assists other members of the staff and elected officers in various projects as assigned by the Staff Relations Officer.
17. Other reasonable and ancillary duties as assigned by the Staff Relations officer in respect of the Collective Agreement.

Amended April 2021

INTERNAL COORDINATOR

At the discretion of the Internal Coordinator, 8 hours each week may be worked at an alternative workstation on the employer's premises other than the Front Desk with scheduling and Front Desk relief arranged in consultation with the Staff Relations Officer.

REPORTING: This position reports to the Staff Relations Officer

HOURS: 40 hours per week

SUMMARY:

The Internal Coordinator provides support for the entire CESAR team, including the Executive and staff, by ensuring the efficient and effective operation of CESAR's office environment. The Internal Coordinator's primary purpose is to ensure front line service, accurate record keeping of CESAR's affairs and to provide administrative support for the various components of CESAR.

The Internal Coordinator will at all times act in a highly professional, efficient and student friendly manner.

RESPONSIBILITIES:

1. Coordinates the proper running of CESAR's central office and to provide services in a professional, efficient and student-focused manner. This front-line position is the first point of contact for CESAR members and visitors, and provides general information and services to members and others who contact CESAR.
2. Coordinates general intake and information provisions to members regarding CESAR membership, programs, campaigns and services in a timely and efficient manner and refers more substantial inquiries and complaints to the Executive or Staff member as directed by the Staff Relations Officer.
3. Coordinates the administrative end of the CESAR Bursary Program including but not limited to: promotion of the service, the development of the application form, documentation, preparation, verification, delivery, issuing cheques/payments, communication with members and program evaluation. Is the primary staff support for the CESAR Bursary Committee.
4. Coordinates the administrative end of the CESAR Emergency Grant Program including but not limited to: promotion of the service, the development of the application form, documentation, preparation, verification, delivery, issuing cheques/payments, communication with members and program evaluation.
5. Coordinates the administrative end of the CESAR Legal Aid Clinic including but not limited to: promotion of the service, arranging and monitoring service usage and coordinating with the in-house lawyer.
6. Coordinates communication and renegotiation with CESAR's vendors and contractors, including but not limited to: information technology, printers, computers, insurance and office supply vendors.

7. Coordinates administrative support to members of the Executive and Committee Chairs in areas including but not limited to: coordinating internal and external room bookings, petty cash, catering and food orders, mass printing, mail and fax systems, voicemail, office supplies and other logistical items.
8. Oversees the administration of the CESAR Elections and By-Elections, including hiring and supervising a Chief Returning Officer.
9. Acts as primary staff support to maintain and improve internal office communication systems, including but not limited to: maintaining a common filing system, membership database, filing and naming protocols for hard and soft copy files and promotes the sharing of resources and information within CESAR staff and Executive.
10. Takes minutes during all General Membership Meetings. Will act as the primary coordinator to establish and maintain an archival system of all legal and important governance documents including contracts, sponsorships and policies of CESAR and file annual updates to the Non-Profit Corporations Act.
11. Coordinates the preparation and processing of biweekly payroll for full-time, part-time, contract staff and other personnel reports as directed by the Staff Relations Officer. Provides payroll reports to the Staff Relations Officer for entry into the accounting system.
12. Coordinates the employee benefit programs, including but not limited to: health and dental plans and pension plans as directed by the Staff Relations Officer. Prepares appropriate reports and remittances to comply with requirements of the Canadian Revenue Agency, Workplace Safety Insurance Board, provincial Labor Board, and other legislative bodies as directed by the Staff Relations Officer.
13. Assists with the human resource administration including compiling and maintaining a directory of CESAR personnel: staff, Directors, Executives, as well as preparing T1-forms, Record of Employment forms, other government forms and other documentation as related to the hiring and discharge of staff as directed by Staff Relations Officer, and supporting the administration of work study or other part-time employment programs, including development of contracts, filing appropriate documents, collection of time sheets and adherence to any legal employment requirements.
14. In collaboration with the Staff Relations Officer, initiates the planning and ensures the delivery of the new Executive training and Board orientation. Coordinates the compilation of other staff and executive training material.
15. In collaboration with the Communications & Campaign Coordinator, drafts promotional materials to create awareness of CESAR front desk services.
16. Prepares the internal section of Semi-Annual and Annual Reports for General Meetings.
17. Maintains a regularly updated transition document related to their job duties.
18. Participates in outreach, class talks and opportunities to engage with the membership as required.

19. Assists with the implementation and promotion of events, campaigns and services of CESAR and those offered or organized by the Canadian Federation of Students.
20. Assists with the training of the Executive and Board of Directors to ensure consistency in internal operations.
21. Shall be a Privacy Officer of CESAR.
22. Assists other members of the staff and elected officers in various projects as assigned by the Staff Relations Officer.
23. Other reasonable and ancillary duties as assigned by the Staff Relations officer in respect of the Collective Agreement.

Amended April 2021

COMMUNICATIONS & CAMPAIGNS COORDINATOR

REPORTING: This position reports to the Staff Relations Officer

HOURS: 40 hours per week

SUMMARY: The Communications & Campaigns Coordinator will ensure CESAR's effective and inclusive communication with its membership through various different mediums, including but not limited to promotional materials, advertisements, letters, posters, newsletters, signage and direct interaction. This position seeks to strengthen membership awareness, profile, public image and membership engagement in CESAR.

The Communications Coordinator will at all times act in a highly professional, efficient and student friendly manner to ensure advocacy and defense of student rights.

RESPONSIBILITIES:

1. Coordinates the communication and campaign strategies to ensure CESAR's effective and inclusive communication with its membership through various mediums.
2. Develops campaigns and assists with campaigns strategy, including multi-year campaign strategies, as related to government and university relations. Acts as the main support staff for the CESAR Campaigns & Equity Committee.
3. Coordinates CESAR's digital media strategy and implementation including, but not limited to, the CESAR website, D2L Course shell, e-newsletters, membership surveys and relevant social media.
4. Coordinates CESAR print materials including, but not limited to, the production of an annual CESAR handbook and bulk-purchasing orders through ethically-sourced and produced providers. Responsible for recommending purchases and coordinating purchase of items that improve the profile and image of the membership outreach program.
5. Coordinates the design, graphic contracts, messaging, printing and display for all CESAR's materials.
6. Coordinates the development and consistency to CESAR brand guidelines, communication standards and the adherence of the Accessibility for Ontarians with Disabilities Act (AODA).
7. Assists other components of CESAR in developing communication and promotion strategies relating to CESAR events, campaigns and services, or CESAR-endorsed campaigns and projects.
8. Ensures the implementation and promotion of campaigns and services of CESAR and those offered or organized by the Canadian Federation of Students.
9. Communicates up to date contact information of Executive and Staff members, as necessary, to the University, respective departments, the provincial and national offices of the Canadian Federation of Students, and external organisations as requested, for inclusion in directories, and other similar publications.
10. Represents CESAR on Ryerson University committees and decision-making bodies throughout the community as delegated by the Staff Relations Officer.

11. Compiles and finalizes the Semi-Annual and Annual Reports for General Meetings. Prepares the section on communications and campaigns.
12. Maintains a regularly updated transition document related to their job duties.
13. Participates in outreach, class talks and opportunities to engage with the membership as required.
14. Assists with the implementation and promotion of events, campaigns and services of CESAR and those offered or organized by the Canadian Federation of Students.
15. Assists with the training of the Executive and Board of Directors to ensure consistency in campaigns, membership advocacy, communication operations, and a thorough understanding of the Canadian Federation of Students.
16. Shall be a Privacy Officer of CESAR.
17. Assists other members of the staff and elected officers in various projects as assigned by the Staff Relations Officer.
18. Other reasonable and ancillary duties as assigned by the Staff Relations officer in respect of the Collective Agreement.

Amended April 2021

SERVICES COORDINATOR

REPORTING: This position reports to the Staff Relations Officer

HOURS: 40 hours per week

SUMMARY: The Service Coordinator will facilitate the proper running of CESAR's health and dental plan service and will seek to expand and provide services to the membership in a professional, efficient and student-focused manner. This front-line position is a point of contact for CESAR members and visitors and seeks to offer clear, concise and accurate information on services to members and others who contact CESAR either in person or online.

The Services Coordinator will at all times act in a highly professional, efficient and student friendly manner to ensure advocacy and defense of student rights.

RESPONSIBILITIES:

1. Facilitates the effective running of CESAR's membership services, namely the health and dental plan, at both the Member Services Office and the CESAR main office in a professional, efficient and student-friendly manner.
2. Responsible for creating a welcoming environment for members and visitors to the Member Services Office and Heaslip House as the first point of contact. Provides general information to CESAR members and the Ryerson community as requested, including answering inquiries and making referrals where necessary. Provides direction to CESAR Member Services Office part-time staff.
3. Oversees and coordinates the administration and marketing of the CESAR Health and Dental Plan, including but not limited to:
 - i. Membership support around payment inquiries, opt-outs, plan coverage, surveys and feedback and dispute resolution.
 - ii. Program marketing, promotion and outreach
 - iii. Processing service provider payments, accurate filing and handling membership lists.
 - iv. Make recommendations to Executives with regards to service contracts, plan amendment and renewals of services.
 - v. Other duties required for the Health & Dental Plan as directed by the Staff Relations Officer.
4. Coordinates the CESAR Tax Clinic including but not limited to: promotion of the service, coordination with the Canada Revenue Agency and other on-campus providers, hiring and supervision of Tax Clinic staff, training and supervision of volunteers, communication with members and program evaluation.
5. Coordinates CESAR's participation in the Graduate Photo program including but not limited to: promotion of the service, coordination with the provider and Ryerson Students' Union, communication with members and program evaluation.
6. Prepares and writes reports analyzing CESAR services and makes recommendations for new services and opportunities to the Executive.

7. Provides support to Internal Coordinator to cover the main front office and act as the first point of contact for CESAR members and visitors.
8. In collaboration with the Communications & Campaign Coordinator, drafts promotional materials to create awareness of CESAR services.
9. Prepares the services section of Semi-Annual and Annual Reports for General Meetings.
10. Maintains a regularly updated transition document related to their job duties.
11. Participates in outreach, class talks and opportunities to engage with the membership as required.
12. Assists with the implementation and promotion of events, campaigns and services of CESAR and those offered or organized by the Canadian Federation of Students.
13. Assists with the training of the Executive and Board of Directors to ensure consistency in service operations.
14. Shall be a Privacy Officer of CESAR.
15. Assists other members of the staff and elected officers in various projects as assigned by the Staff Relations Officer.
16. Other reasonable and ancillary duties as assigned by the Staff Relations officer in respect of the Collective Agreement.

Amended April 2021

APPENDIX C: LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING #1 SIGNING BONUS

In recognition of service and seniority, the following Employees shall receive a one-time lump sum amount of 2% of their salary, to be paid within 30 days of the ratification of this Agreement:

- Alyssa Dalipsingh
- Lyndall Musselman
- Shahla Navai

LETTER OF UNDERSTANDING #2 CORRECTION TO STARTING WAGE

A previous version of the Collective Agreement identified two conflicting application dates for the start of the new starting wage. The final collective agreement shall reflect the following changes:

31.01 WAGE SCALE

The starting wage of Employees, April 1, 2020 shall be \$55,221.18 ~~on May 1, 2024~~. The starting wage shall increase by the Consumer Price Index in Toronto May 1 each year.

